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### Current Topics.

Sir Courtenay Ilbert and the Society for Comparative  
Legislation.

IN NOTICING last week the very extensive work and interests of the late Sir JOHN MACDONELL, we referred to his editorship of the *Journal of Comparative Legislation and International Law*, and we could hardly fail to do so, for his connection with that journal, and his interest in the Society of which it is the organ, were so well known. But in the previous week's issue we omitted to include in our notice of Sir COURTENAY ILBERT's retirement from the Clerkship of the House of Commons his connection with the Society, of which he was in fact the founder, and which, we are informed, still remains one of his most active interests. A correspondent, himself greatly interested in the Society, has been good enough to send us a copy of *United Empire*, the Royal Colonial Institute Journal, for July, 1915 (War Number), containing a paper on the Society by Sir COURTENAY ILBERT, in which he recalled the circumstances of its foundation. It arose out of a paper read by Sir COURTENAY at the Imperial Institute in November, 1894. This led to a conference at the Institute in the following month, over which Lord HERSCHELL, then Lord Chancellor, presided, at which resolutions for the formation of the Society were passed, and it was moved by Lord RUSSELL OF KILLOWEN, then Lord Chief Justice, that Lord HERSCHELL should be the first President. The subsequent work of the Society has been as useful and interesting as its origin was distinguished, and we are glad to supplement by this narrative our notice of Sir COURTENAY ILBERT's career. We understand, too, that we were not quite accurate in speaking of his retirement into the country, as he has taken a house in town.

Indian Divorcees.

THE DECISION of Sir HENRY DUKE in *Keyes v. Keyes* (reported elsewhere), that decrees of divorce pronounced in India under the Indian Divorce Act, 1869, are valid only where the parties are domiciled in India, is, perhaps, most singular from the length of time during which that Act has been in operation without any question of the restriction of its effect being raised. That,

in general, local domicile is necessary to found jurisdiction in divorce is clear from *Mesurier v. Mesurier* (1895, A.C. 517); but, of course, jurisdiction can be specially conferred by statute, and it has been assumed hitherto that the Indian Divorce Act, passed under the powers of legislation conferred by the East India Councils Act, 1869, had this effect. The Indian Divorce Act contemplates that it shall be sufficient if the petitioner resides in India, and the Indian courts have exercised divorce jurisdiction accordingly where the parties are resident in India, though domiciled in England by reason of the *animus revertendi* which all the English in India have. But it is now held that the East India Councils Act did not in fact authorise the making of laws affecting the status of persons not domiciled in India, and all divorce decrees in such cases have been bad. The disastrous effects of the decision are obvious, and it has been announced that a remedial Bill will be at once introduced, but it is singular the point has not been taken before. The present case was, in fact, undefended and the decision is due to the intervention of the Secretary of State for India.

#### Lord Moulton at the Ministry of Munitions.

IN HIS RECENT reference to the admirable work done by the late Lord MOULTON at the Ministry of Munitions, the Lord Chancellor pointed out the extreme value of the late law-lord's services to the country in this connection. A large part of Lord MOULTON's work, we understand, was done in connection with the examination of proposals by inventors for the improvement of our methods of warfare on land, sea and air; work which a former leading member of the Patent Bar was singularly fitted to perform successfully. To glance at an invention and decide quickly whether it is really worthy of serious consideration is a task requiring special qualities; a knowledge of the kind of men who prove successful inventors, and a quick eye for the practicable in the midst of novelty. Enormous numbers of suggestions were poured in to the Ministry of Munitions during the war; indeed, this Department was the happy hunting-ground of every scientific genius, every hare-brained crank, and innumerable persons who were quite ordinary but merely stupid. To consider every suggestion fully was a hopeless task; it was therefore essential to find men who could be trusted to tell by instinct on ten minutes' perusal whether a proposal was worth going into. Here the Patent Bar rendered invaluable service. As an instance of the sort of proposals the Ministry sometimes received, we may mention one which the late Lord MOULTON, we believe, was never tired of repeating. In 1916, when Zeppelins were still a serious menace to London, a lady sent in the following suggestion for destroying them. "I am not a man of science," she said, "and must leave the details of my invention to be worked out by engineers, but I am sure the principle is sound. Ice floats in water. Clouds are water and they float in air. So, if the clouds are frozen, they too will float in the air. Therefore, let us freeze the clouds, mount heavy guns upon them, and drive the Zeppelins away!" This, we are informed, was by no means an unfavourable sample of a great many of the suggestions which the Warfare Inventions Department of the Ministry had to consider.

#### Arrears in the High Court.

MR. JUSTICE HILL complained the other day of the huge arrear, in his court, and it is clear that additional judges are needed to cope with the ever-growing list of Divorce suits. A judge who can go quickly through an undefended list, yet miss nothing suspicious, is a godsend to the Probate, Divorce and Admiralty Division, and in Mr. Justice HORRIDGE that Division has the temporary loan from the King's Bench of just such a judge. Mr. Justice HORRIDGE was for some years leader of the Northern Circuit and may have learned some of his methods of doing work rapidly from Lord MERSEY, who, as Mr. Bigham, K.C., and afterwards as Mr. Justice Bigham, was often daring in his methods of getting through a case quickly. Indeed, when first Lord MERSEY sat in the Commercial Court, some of his methods rather scandalised the Bar. He would put plaintiff in the box

while his counsel was opening, bid him listen to counsel's speech, and when it was over enquire of him "if what your counsel has just said is correct." On getting the reply "Yes," the learned judge then treated all that had been said as evidence duly proved, and told the defence to cross-examine. He then put defendant in the box, got his counsel to open, asked defendant the same question, and told plaintiff's counsel to cross-examine. Unless there was a real conflict of evidence, he refused to hear any more witnesses on either side and called for argument on the points of law and the merits of the case. Sometimes counsel steadily resisted pressure and insisted on conducting their case in the usual way; and, indeed, after a short time the learned judge himself thought it best to adopt more ordinary methods. But, when the parties assented to his plan, it often proved not only expeditious but exceedingly useful. By the way, where are those Commissioners of Assize who were to relieve the Divorce Court?

#### Lord Mersey in the Commercial Court.

IN ONE CASE, however, the tradition of the Commercial Bar tells an amusing story of a difficulty in which the learned judge's rapid methods accidentally entangled him. A certain distinguished K.C., of decidedly rhetorical and flamboyant style, more accustomed to common juries than to the Commercial Court, and rather given to the addition of picturesque colour to the facts contained in his proofs, was opening his case. His client, a very solemn and respectable merchant of a rather puritanical type, listened to the opening with interest. At the conclusion Lord MERSEY asked his usual question. The plaintiff stammered and hesitated and stood silent. "Come, come, sir," said the judge, "surely you know whether what your counsel says is correct or not?" The witness still hesitated. "Really," said the judge, "counsel's statement is based on the instructions your solicitor gave him, no doubt on your information; surely you don't mean to say you are uncertain of their truth?" "Well, my lord," said the witness at last, "I wouldn't like to call the learned barrister's statement incorrect; but a very great deal of it is quite new to me, and I was wondering where he got it." The burst of laughter at this, in which the learned judge joined, did not cause dismay to the King's Counsel in question. "I think, my lord," he remarked with the utmost suavity, "that perhaps it would be advisable for me to examine this witness in the usual way." "I think so, too," rejoined the judge. "Most advisable."

#### Trade Unions—A New Departure.

A CASE of exceptional interest, and in certain aspects of the highest public importance, was decided on the 16th ult. by Mr. Justice EVE in *Braithwaite v. Amalgamated Society of Carpenters and Ashley v. General Union of Operative Carpenters and Joiners* (reported elsewhere). The two actions were heard together and were brought by members of the two unions against the unions to restrain the defendants from expelling them from the unions by reason of their participation in the co-partnership scheme instituted by Lord LEVERHULME for persons in the service of Lever Brothers Ltd. The plaintiffs were employees in the service of Lever Brothers and as such were entitled to participate in the scheme. The scheme, which was instituted in 1909, gave to the employees a share in the profits of the company, but the wages of the men did not depend on output; they depended solely on the time during which they had been in the service of the company. The defendants contended that the scheme conferred great advantages on the employees, and that workmen so privileged were less likely to be loyal to their unions and less obedient to directions as to striking, etc., and, therefore, the scheme was inconsistent with the principles of trade unionism. One of those principles has always been to secure a minimum wage, but so far as we are aware it has never until now been attempted to fix a maximum wage, and to prevent the payment of a wage in excess of that figure. This important question was not, however, directly decided, as the case was ultimately disposed of on the ground of want of jurisdiction. The learned judge held that there was no jurisdiction to entertain the action in that it was a proceeding

to enforce an agreement between members of a trade union concerning the conditions on which they were employed—a proceeding which was directly within the ambit of s. 4 (1) of the Trade Union Act, 1871. He did not think it correct to say, as the plaintiffs suggested, that the cases established the general proposition that an action to restrain an expulsion, or to restrain a union from acting on a resolution to expel a member, was not dealt with by the statute. The court, therefore, had no alternative but to dismiss the action with costs. But though the point as to a maximum wage was not directly decided, it seems to follow that where a maximum wage is fixed by the rules of a trade union, the court has no jurisdiction to restrain the union from expelling a member for a breach of the rule. To this extent, therefore, a maximum wage seems to be sanctioned by the law, and to this extent co-partnership is unfortunately restrained.

#### Right of Rejection in F.O.B. Contracts.

A VERY IMPORTANT point of Commercial Law came before Mr. Justice BAILHACHE in *Boks and Co. v. J. H. Rayner and Co.* (*Times*, 18th ult.) by way of a special case arising out of an award by the Appeal Committee of the Liverpool United General Produce Association, acting as arbitrators between two of their members. The buyers bought from the sellers 30 tons of Congo palm oil, f.o.b. Antwerp; this is practically a "carriage forward" contract of sale. Pursuant to the contract, goods were shipped from Antwerp to Liverpool; both buyers and sellers had representatives at Antwerp, where the buyers could without difficulty have inspected the goods. They, however, did not inspect until the goods arrived at Antwerp, where they exercised their right of rejection on the usual grounds. Now in all such sales, according to the award, it is the recognised usage of trade that the buyer examines the goods *before* they are shipped. The importance of such usage is this: in an f.o.b. or "carriage forward" contract the normal rule is that delivery to the carriers is delivery to them as agents for the buyer, from whom they will receive the freight; hence the place of delivery is the place of inspection. Sale of Goods Act, 1893, s. 34; *Saunt v. Belcher* (26 Comm. Cas. 115); *Molling v. Dean* (18 *Times* L.R. 217). If the buyers are out of time in exercising their rights of rejection, they lose their statutory right to recover, but, of course, retain their right to counterclaim damages for breach of warranty. The award took the view that the right of rejection had been lost by the delay in exercising it. This view, however, Mr. Justice BAILHACHE rejected as unsound; the general law is that a buyer has a reasonable time after delivery in which to reject, and such time does not begin to run until the goods are in his actual possession, not the mere constructive possession of the carriers as his agents. Of course, in a special trade there may be a custom to the contrary, but the award found the existence of a general and universal trade usage to that effect in the case of all f.o.b. contracts. Clearly such a custom would be a direct contradiction of the statutory rule and therefore clearly invalid.

#### Exclusive and Exceptive Propositions.

A CURIOUS POINT of grammar and logic arise incidentally in a recent unreported case which came before Mr. Justice P. O. LAWRENCE: *Starkie v. Beardsley*, 16th March. Here the plaintiff claimed recovery of a house for breach of covenant; the defendant, it was alleged, had broken, *inter alia*, a covenant in the following terms: "No fowls, poultry, pigeons, or other animals, except a cat and a dog, shall be kept on the premises." The defendant had run a cattery, keeping some thirty cats. It was contended for the landlord that the covenant forbade the keeping of more than one cat and one dog. On the other hand, the defence contended that the words "a cat" and "a dog" are used generically in the covenant, meaning "cats" and "dogs." Counsel for the defence suggested by way of analogy the sentence: "No person except a member of the Bar can vote at the Bar Council Election." Here, it is clear, that the sentence does not mean to limit the right of voting to one barrister only: any barrister may vote. The analogy, however, did not impress the learned judge as sound, and he construed the exception

as limited to one cat and one dog. In logic the point is rather doubtful. In text-books of Formal Logic the proposition "None except B is C" is called an "exceptive proposition," and is regarded as equivalent to two propositions, a universal negative and a universal affirmative, namely, "No not-B is C; Every B is C." According to this construction in accordance with the rules of technical logic, the sentence: "No animal except a cat . . . may be kept," would be the equivalent of two propositions: "No not-cat may be kept; any cat may be kept." But the rules of Formal Logic are not always safe guides in the construction of covenants drafted by lawyers who know not *Barbara Celarent*.

#### Simple Contract Debts and the Statute of Limitations.

THE JUDGMENTS delivered in the Court of Appeal in *Fettes v. Robertson* (reported elsewhere) illustrate again the difficulty of applying the rule that a simple contract debt can be taken out of the statute of JAMES by a promise to pay. That such a promise furnishes a new cause of action has been well settled ever since *Tanner v. Smart* (6 B. & C. 603), but the difficulty lies in the infinite variety of modes in which debtors express their regret for postponing the day of payment. An actual promise to pay is unusual; but from a mere acknowledgment of the debt—which under the Statute of Frauds Amendment Act, 1828 (Lord TENTERDEN'S Act) must be in writing—a promise to pay will be implied: see per Lord TENTERDEN, C.J., in *Tanner v. Smart* (*ubi supra*) at p. 609:—"Upon a general acknowledgment, where nothing is said to prevent it, a general promise to pay may and ought to be implied." And an expression of a wish to pay—as where the debtor said "Your account is quite correct, and O! that I were going to enclose the amount" (*Dodson v. Mackey*, A. & E. 225n.)—may clothe the wish with renewed liability to pay, though, in general, hope of payment is not equivalent to a promise: *Rackham v. Marriott* (2 H. & N. 196); *Jupp v. Powell* (C. & E. 349). And where the promise is conditional on ability to pay, the promise is not absolute, and does not save the debt unless proof of ability is given: *Tanner v. Smart* (*supra*); *Hammond v. Smith* (33 Beav. 452); *re Bethell* (34 Ch. D. 561). These are only a few of the cases in which the creditor has sought, with varying success, to get over the defence of the statute. In *Fettes v. Robertson* the plaintiff relied on three letters in which the defendant recognised the debt and expressed, in the first, his determination and wish to see the debt settled; in the second, his intention of doing so, if his expectation of the success of an oil venture materialised; and, in the third, the failure of his hopes. Of these, the first looked most like an acknowledgment from which a promise to pay could be implied, and BAILHACHE, J., before whom the case first came, and SCRUTTON, L.J., in the Court of Appeal, held that it did, in fact, exclude the statute. But there were expressions in it which seemed to make the promise conditional on ability to pay, and the majority of the Court of Appeal held that the statute was not excluded. But, clearly, the case is just on the border line.

## Statutory Powers of the Ministry of Transport.

MUCH discussion has taken place lately as to the continued existence of the Ministry of Transport. Certain newspapers are in the habit of announcing every few months that this Ministry is about to be wound up, and that its functions will disappear. Others continually write as if the Ministry ran the railways, and as if with its disappearance these undertakings would revert to the private hands which are supposed, by these critics, to be at present displaced by the Ministry. In fact, innumerable misconceptions exist among the public at large, amongst politicians, and even on the part of legal practitioners and judges, as to the precise functions of the Ministry. A brief note of its duties and functions may prove useful here.



As a matter of fact, the Ministry of Transport only came into existence in 1919, being created by the Ministry of Transport Act, 1919. It had nothing whatever to do with the conduct of railways or of transport during the war. In reality its creation served two main purposes: it took over existing powers relating to transport possessed by other Government Departments, and it received an extension of those powers in directions obviously desirable. The dissolution of the Ministry would require the enactment of a new Act of Parliament. It would require also the re-transfer of the powers taken over from a number of other Departments. It would undo the task of unification and consolidation achieved in 1919. Half-a-dozen Ministries would once more be duplicating one another with, and exercising chaotic powers over, allied matters. Whether or not any diminution of staff would result is a matter of doubt; certainly a great complication of administrative business would arise. It may be assumed, we think, that the Ministry of Transport will continue, or at most that its functions will be transferred as a whole to some other Government Department. That any abolition of the Ministry is very unlikely, as well as not obviously advantageous, will appear from the brief résumé of its history and functions which we propose to give.

At the end of 1918, when the Armistice concluded active military operations, the internal transport of this country was in the following position. In August, 1914, on the outbreak of war, an Order in Council had been made in pursuance of the Regulation of the Forces Act, 1871, s. 16, declaring that an emergency had arisen and putting into force the provisions of that section. The President of the Board of Trade, acting under a warrant from the Secretary of State for War—issued and renewed each week as required by the statute—took over and retained possession of the principal railroads of Great Britain, including their ancillary services. Only 500 miles of railway, some 2 per cent. of the whole, were excluded from the power conferred by this warrant.

Now, from August, 1914, to the 23rd September, 1919, when the power of the Board of Trade was transferred to the New Ministry, the railways were in part controlled by the Railway Executive Committee as agent of and on behalf of the Board of Trade. This Committee was composed of the general managers of the twelve most important railways, with Sir HERBERT WALKER, the manager of the London and South Western Railway, as chairman. The Committee did not interfere with the internal administration of each company's undertaking. Each statutory enterprise retained its identity and was managed by its own officials. But in matters affecting military movements each company had to obey the directions of the Railway Executive Committee, which cut down duplicate services, arranged for the distribution of waggons and rolling stock, and generally co-ordinated the joint working of each railway system, so as to secure efficient transit of the forces and of war material without unnecessarily restricting an adequate service for civilian use in respect both of passenger and of goods traffic. Canals were also taken over as incidental to the railway services, when owned by a railway. When not so owned, they had to be taken over under a special law, namely Regulation 9H of the Defence of the Realm Regulations; this was not done until 1st March, 1917. These latter canals were placed, not under the Railway Committee, but under a Canal Central Committee. Again, in 1915, a Port and Transit Committee was appointed to control, under the Defence of the Realm Acts, the Docks and Harbours so far as affecting transit and military or naval operations. It will thus be seen that in 1919 there existed three separate and distinct Committees, constituted and empowered under different statutes, for the control of the three great arteries of transport, namely the railroads, canals and docks. The Ministry of Shipping, too, had considerable powers under D.O.R.A. in respect of docks.

As regards the financial arrangements rendered necessary by this system of joint-control, in which each company worked its own undertaking subject to paramount directions from the

three Central Committees, three points only need be mentioned. In the first place, Government traffic of passenger and war materials was carried, either free or at specially low rates, on production of official warrants. The adjustment of the railway companies' claims against the Government under these warrants is an enormously difficult matter, and forms one of the Ministry of Transport's most difficult tasks. In the second place, the efficiency of the railway systems as profit-earning units was immensely diminished by the necessity of giving priority to Government traffic, instead of to the most profitable traffic. Compensation was, therefore, a matter of obvious equity, and an agreement was made in 1914 between the Board of Trade and the companies, under which the Government guaranteed each company the same annual net receipts as it earned during the year 1913. The interpretation of this agreement is difficult, and its precise application in the complicated conditions that have arisen is not easy to determine. For example, as the result of Government action wages have been trebled and much rolling-stock and parts of lines were left unrepaired during the war: to calculate the due allowance for this in fixing the contractual compensation has, so far, taxed the wits of all concerned in arriving at an equitable solution of the problem. And, lastly, under s. 16 of the Regulation of the Forces Act, 1871, all contracts of employment between a railway company and its employés are enforceable by or against the Crown in the event of the Government taking possession of the railroads of the company. Although the interference of the Railway Executive Committee with contracts has been very partial, nevertheless under this section the Crown has been called on to assume a mass of liabilities which add to the task of the new Ministry.

Such was the state of affairs in 1918. It was necessary to clear up the immensely complicated situation which had arisen. A Select Committee on Transport was appointed by the House of Commons in August, 1918, to consider the question of Internal Transport. In its Second Report, paragraph 45, the Committee reported—

- (1) That the organisation of the transport agencies of the country—and particularly of the railways—cannot be allowed to return to its pre-war position.
- (2) That the temporary arrangements for the control of railways and canals during the war would not be satisfactory as a permanent settlement.
- (3) That unification of the railway system is desirable under suitable safeguards, whether the ownership be in public or private hands.

It was a necessary result of the Report of this Select Committee that the Ministry of Transport Act, 1919, was passed into law for the purpose of arranging the smooth re-transfer of the railways, canals and docks to their pre-war functions, and for undertaking at some future date such degree of unified control over the national communications as Parliament might think fit.

It follows, therefore, that the Ministry of Transport possesses two distinct sets of powers—(1) temporary, and (2) permanent. Its temporary powers may be succinctly described as the clearing-up of the situation arising out of control during the war. The permanent powers, on the other hand, are mostly transferred powers, previously vested in a variety of Government Departments, but usually modified and extended by the provisions of the Act of 1919. The Government Departments in question include the English Road Board and the Irish Congested Districts Board, as well as some of the functions of most of the other Government Departments. The powers, as our readers will recollect, are transferred by means of "Orders in Council," arranging the provisions of the transfer as upon a certain date. The three principal Orders in Council are those transferring the functions of (a) the Road Board, (b) the Local Government Board and its successor, the Ministry of Health, in respect of roads, and (c) the Board of Trade in respect of railways, canals, docks, harbours, tramways, and similar matters.



It is not necessary to consider here the pre-existing powers of statutory bodies transferred to the new Ministry. But a brief note of the new powers conferred upon it seems desirable. The principal of these are the following:—

(A) The Minister can give directions, which must be obeyed, as to rates of wages, working and non-working. He can require standardization of work and rolling-stock, and co-operation in their user. He can direct the making of alterations and additions, and can grant compulsory powers enabling the execution of these works, subject to confirmation by Parliament when the expenditure exceeds £1,000,000 (ss. 3, 7, 29).

(B) The Minister has discretionary power to deal with the rates and charges of all undertakings of which he holds possession without regard to the existing statutory limitations, but he must accept the guidance of an Advisory Rates Committee (s. 3 (1) (c) and (e)).

(C) The Minister, with the approval of the Treasury, may make advances by way of grant or loan to any person or authority for the provision of transport services by land or water (ss. 17 and 30 (2)).

(D) He can require through runnings on tramways, whether municipal or private (s. 5).

(E) He can control the user of the railways by putting thereon the private wagons of any individual (s. 13).

These are the principal new powers conferred on the Ministry of Transport. It is clear that powers of this kind have to be exercised by some authority, whether a Government Department or a series of separate Government Departments, or a quasi-judicial body. There seems a balance of convenience in favour of placing in one hand the exercise of all these powers, so that they can be exercised without overlapping and in harmony. It seems improbable, therefore, that the Government will propose a reversion to the old pre-war system, and the continuance of the powers contained in the Ministry of Transport Act, 1919, whether exercised by the Ministry of Transport or transferred to another Ministry, is the more probable solution.

## The Agriculture Act, 1920.

### II.—Amendment of the Agricultural Holdings Acts

(Continued from p. 393, ante.)

(3) *The Duration of the Tenancy, including Notices to Quit.*—The sections of the Act of 1920 dealing with the duration or determination of the tenancy are ss. 13, 14, 22 and 28. There is in English law a well settled distinction between tenancies which are periodic, such as yearly, monthly and weekly tenancies, and tenancies which are to last for a fixed term. Tenancies of the former class continue from period to period until they are determined by notice to quit. Thus a yearly tenancy is not a tenancy which determines and recommences at the end of each year. The tenancy in each year after the first springs out of the original contract and is parcel of it: *Ozley v. James* (13 M. & W. 209, 214); *Gandy v. Jubber* (9 B. & S. 15, 18); and as to weekly tenancies, see *Bowen v. Anderson* (1894, 1 Q.B. 164). But a lease for a fixed term requires no notice to quit at the end of the term. When the term expires, whether by effluxion of time, or by the happening of an event on which it is expressed to determine, the tenancy automatically comes to an end: *Right v. Darby* (1 Term. Rep. 159, 162); *Cobb v. Stokes* (8 East, 358). In Scotland this rule has been altered for agricultural holdings by s. 18 of the Agricultural Holdings (Scotland) Act, 1908, and a lease for a fixed term does not expire automatically, but continues after the term unless or until it is terminated by notice, and s. 13 of the present Act applies the same rule to agricultural holdings in England and Wales. Provided the tenancy is for a term of two years or upwards, it will not terminate on the expiration of the term unless not less than one year nor more than two years before the fixed date written notice to determine the tenancy is given, and any such notice

will be deemed to be a notice to quit for the purposes of the Acts, the chief result, probably, being that the tenant can claim compensation for disturbance under s. 10 of the Act of 1920, unless he is within one of the exceptions there mentioned. If no such notice is given, then the tenancy will continue as a tenancy from year to year upon the terms of the original tenancy so far as applicable. The tenant will, in fact, be in the same position as if he had held over after the determination of the term and had continued to pay rent: *Hyatt v. Griffiths* (17 Q.B., 505, 509); *Oakley v. Monck* (L.R. 1 Ex. 159). But the section does not apply to a tenancy granted or agreed to be granted before the commencement of the Act—1st January, 1921. Where, however, it does apply, it cannot be excluded by agreement. Thus in the case of a five years' lease of an agricultural holding granted after 1st January, in order to determine it at the end of the five years, notice will have to be given some time in the fourth year of the tenancy.

Under s. 1 of the Landlord and Tenant Act, 1851, where the tenancy of a farm or lands held at a rack-rent determines by the death or cesser of the estate of a landlord entitled for his life or other uncertain interest, the tenant, in lieu of his claim to emblements, holds until the expiration of the current year of his tenancy and then quits. Section 14 of the present Act improves his position by enacting that, instead of continuing only until the end of the current year, he shall continue in occupation until the occupation is determined by a twelve months' notice to quit expiring at the end of a year of the tenancy. Thus, if the tenancy is a Michaelmas one, and the landlord's estate determines by his death on 31st March, the tenant would, under the Act of 1851, continue in occupation until the following Michaelmas, when he would have to go. Under the new provision his occupation can only be determined by a twelve months' notice to quit, and the earliest date at which this can take effect is the second Michaelmas following the landlord's death. Moreover, he will—so it would seem—be entitled to compensation for disturbance under s. 10.

Notice to quit cannot, apart from agreement or statute, be given in respect of part of a holding, and resumption of possession by the landlord of part is governed either by the express terms of the tenancy agreement, or by s. 23 of the Act of 1908, or by both. Such resumption may be required for purposes not mentioned in s. 23, and then the landlord's right to resume depends solely on the terms of the tenancy, and it has been said that the proviso for resumption will be construed strictly against the lessor: *Johnson v. Edgeware Railway* (35 Beav. 480). At any rate, he must *bona fide* intend to use the land for one of the specified purposes: *Southend-on-Sea Estates Co. v. Inland Revenue Commissioners* (1914, 1 K.B. 515; 1915, A.C. 428). But if the landlord desires to use the land for the erection of farm labourers' cottages or other houses, or for any of the other purposes specified in s. 23, then he has a statutory right under that section, (a) to give notice to quit in respect of part of the holding, and in that case it is provided, (b) that statutory compensation shall be recoverable in respect of the part as if it were a separate holding, and (c) that the tenant shall be entitled to a reduction of rent proportionate to the part resumed, and also in respect of depreciation of the residue of the holding by severance, the amount of the reduction to be settled as in the case of compensation; but the tenant may give a counter-notice accepting the notice to quit in respect of the entire holding. This system is now, by s. 22, made applicable in cases where notice of resumption is given in pursuance of a clause in the tenancy agreement, and accordingly the statutory provisions (b) and (c) will apply to such a case. But there are two variations. The tenant will not have the right of giving a counter-notice to quit the whole; and in assessing compensation and reduction of rent, the arbitrator will have to take into account any benefit or relief allowed to the tenant under the contract of tenancy in respect of the land resumed.

At common law a tenant holding from year to year is entitled to a half-year's notice to quit, expiring at the end of a year of the tenancy: *Right v. Darby* (*supra*); *Doc v. Watts* (7 Term Rep.

83, 85). But under the successive Agricultural Holdings Acts of 1875, 1883 and 1908, the length of notice was altered in the case of agricultural holdings to a year. This only applied, however, where the half-year's notice was "by law necessary and sufficient," that is, where it was required by implication of law; not where a half-year's notice, or a six months' notice, was expressly stipulated for: *Wilkinson v. Calvert* (3 C. P. D. 360), on s. 51 of the Act of 1875; *Barlow v. Teal* (15 Q.B.D. 501), on s. 33 of the Act of 1883. Section 22 of the Act of 1908 was in similar terms, and as in the previous enactments, the provision for a year's notice could be excluded by agreement. Section 22 is repealed by s. 28 of the present Act, and new provision is made which cannot be excluded by agreement: "A notice to quit a holding shall be invalid if it purports to terminate the tenancy before the expiration of twelve months from the end of the then current year of the tenancy." Thus the restriction to cases where the half-year's notice is by law necessary and sufficient is dropped, and the requirement of a year's notice is extended to all cases by providing, in effect, that the notice to quit must allow twelve months after the expiration of the current year. Thus, in a Michaelmas tenancy, a notice can be given on 28th—or, indeed, 29th—September, 1921, to terminate the tenancy on 29th September, 1922. Perhaps it would have been simpler to enact that in all cases not less than a year's notice, expiring at the end of the current year of the tenancy should be necessary. The section does not apply to the case of bankruptcy of the tenant, or to notices given before 1st January, 1920, or to certain cases specified in s. 8. (8).

The Act deals also with various other matters. A new provision (s. 26) is introduced, in lieu of s. 27 of the Act of 1908, in respect of making a record of a holding, not restricted, like s. 27, to the commencement of the tenancy; and s. 25 of the present Act, which prohibits, subject to agreement to the contrary, the removal after notice to quit of manure, or of hay, straw, or roots grown in the last year of the tenancy, without giving the landlord an option of purchase, is a modified form of the restriction on the removal of such things usually imposed. But the most important of these further provisions are ss. 20 and 21, the first of which is designed to expedite and reduce the cost of arbitrations, and the second provides for the constitution of a panel of arbitrators and for their remuneration. These, however, should be read in connection with the arbitration provisions of the Act of 1908, and we need not examine them particularly here. Of course, it is essential that the present Act should be followed at once by a consolidating statute. Otherwise the law will be left in a condition of no little confusion.

(Concluded.)

## The Cabinet and the Constitution.

AN interesting series of articles is appearing in *The Times*, discussing a certain change in the working of the British Constitution which, their author maintains, has recently come about without being observed. The immediate *causa proxima* of this development is the war and its unforeseen effects; but probably some development of the kind would have come about in any case, although more slowly, had there been no war. This change, as *The Times* articles conceive it, is nothing less than the gradual supersession of Cabinet Government by Presidential Government, of English monarchical institutions by the system which prevails in the United States and in the Latin countries. In other words, our Constitution, like so many others among our treasured institutions, is being *Americanised*. Its fate is the same as that of our landed system, which is losing its territorial and feudal character, of our social life where clubs, restaurants and kinemas are replacing the English home as the centre of domestic happiness, and of our family, into which the American system of divorce and separation, as almost an everyday incident of normal matrimonial union, seems to be rapidly finding an entrance. In fact, the British character, the British nationality, and all British institutions are losing their individuality and becoming reconstituted on lines which imitate the great progressive people who dwell across the Atlantic. Without accepting all that this criticism implies, one may admit that there is some truth in the suggestion so far as our public life is concerned.

For the time-honoured system of Parliamentary Governments, as hitherto

understood in England, involved five characteristics which will be found discussed at length in Dicey and in Bagehot. These characteristics are the following:—

(1) Cabinet Government. The real government of the country is in the hands of a Cabinet, consisting of the leading statesmen in that political party which has a majority in the House of Commons.

(2) The collective responsibility of the Cabinet for every executive act of any one of its members.

(3) The relation of the Premier to his Cabinet. He is leader, not master. He is merely *primus inter pares*. He must act in accordance with the views which prevail in his Cabinet, not in complete disregard of its wishes, like an American President.

(4) The control of Departmental Government by the political head of the Department, who is responsible to Parliament, and not by its permanent civil service chief. In other words, the will of the public, not that of the bureaucracy, should be dominant.

(5) The supremacy of Parliament. But in the last resort and at every stage the will of the House of Commons prevails. A Premier cannot act in defiance of its wishes. He must regard them as representative of public opinion and as giving him his mandate.

Such are the well-recognised principles which long have been understood to meet the distinction between the system of Cabinet Government, which prevails in England and the British self-governing dominions, as distinct from the other form of Parliamentary Democracy, namely, Presidential Government, which prevails in the United States, in France, and in South America.

Now, under a Presidential system, all this is quite otherwise. The President is master during his fixed term of office. The Cabinet are but his servants whom he appoints and dismisses without consulting Congress. They have no collective responsibility. Each of them is personally responsible for the policy of his Department to the President, like a staff-officer to his general, and not to the people or the legislative chambers. The real control of Departments is in the hand of the President and the permanent officials; the Cabinet Minister is but a figure-head, whose signature, like that of the English King, is necessary to many documents—a signature usually impressed by means of a stamp entrusted to the leading civil servants in his Department. The Legislature can make laws, but cannot dismiss the President, or get rid of his Departmental Ministers, or affect his policy. Such is the working of the American Constitution, the classical instance of the Presidential type.

Now the view taken by *The Times* writer is that our present Constitution is being worked on the American model. The Premier has ceased to be leader of the House of Commons, *primus inter pares* of his Cabinet colleagues. He dwells apart during his term of office, like a Dictator, only occasionally attending the House of Commons to impose his will upon it in moments of recalcitrance—much as a French King, under the *Ancien Régime*, only visited the *Parlement de Paris* to hold a "bed of justice" and compel it to register his Royal Edicts when it was expected to prove mutinous. The Premier, too, is no longer selected indirectly by the House of Commons, which imposes him on the King. He is really chosen by the people at a General Election; the King acts in choosing him much as do the electors of the Presidential College in America, who exercise no independent choice and pay no attention to Congress, but vote for the nominee of the Electorate at the polls. In other words, the Premier, during the life of Parliament is really a President. He is the real head of the State, the constitutional monarch being essentially a ceremonial rather than a political head of the State. He is a "Mayor of the Palace," much as were the Carolingian rulers in the days of the Merovingian Kings of France.

Again, the Cabinet is no longer collectively responsible for the policy of each of its members. In fact, it is not usually consulted at all upon Departmental matters. The Premier arranges these after consultation with the Cabinet Ministers concerned, much as did a Tudor or Stuart King in the days before Cabinet Government had come into existence. Sometimes he consults an Inner Cabinet of three or four trusted advisers. Occasionally he refers some matter of policy for discussion by the Cabinet as a whole; but this, according to *The Times*, is becoming obsolete. It would appear that the whole Cabinet no longer meets except on formal occasions, and that all Departmental decisions which go beyond the civilian head are the decisions of the Premier. This system originated during the war, when it was justified by necessity. A Council of War is not well fitted to take prompt decisions. A Dictator is more or less a necessity while military operations are being carried on. Hence, during the war, by tacit consent, the Asquithian Cabinet was replaced by a small War Cabinet, consisting at first of three and afterwards of five members, admitted by general agreement to include the strongest ruling minds in Parliament. But this system has been perpetuated in peace, and looks as if it had come to stay.

Of course, a Premier cannot possibly control every Department and all matters of policy in these days of a great Empire and vast undertakings. He has to delegate responsibility and to possess advisers. But, and this is the important point, under the new system the Premier does not delegate responsibility or look for advice to his Cabinet colleagues. On the contrary, he employs instead a quite different body composed of permanent officials. This body is known as the Secretariat. It was instituted in 1916 to assist the Premier in co-ordinating the work of every Department so as to prevent the waste of duplicated effort, and so as to secure a strong, harmonious, but well-considered policy. The Secretariat has a Chief and a number of Assistant-Secretaries, one accredited to each member of the War Cabinet. These gentlemen were all young men, either brilliant young Professors with a University reputation for knowledge of Economics and Geography,



or else young and rising civil servants. They obtained the real control of public affairs. But they have not been demobilized with the conclusion of operations. The Secretariat still continues. Its members are still the advisers of the Premier. They draft his measures, suggest his policy, or pronounce upon the proposals which his Ministers may put forward. In other words, the Premier is practically a President or Monarch relying, like a Tudor Sovereign, on an extra-Parliamentary Privy Council—not so called—composed, not of party politicians, but of academic and civilian expert advisers, who frame his policy and assist him to carry it out. It is to the Secretariat and not to the Cabinet Ministers that the permanent civil service looks for real guidance, direction and control. The Cabinet is to the Secretariat much what the leaders of the House of Commons were to Burleigh or Strafford and their assistants in the days of the Tudors and the Stuarts. Such, at any rate, is the suggestion plausibly conveyed in *The Times* articles.

Again, the whole relationship of the Premier to his colleagues has changed. In fact, no one ever does think of them as his colleagues. In the public eye, they have come to be regarded as his "Ministers," not the "King's" Ministers. They are essentially subordinates who take no responsibility. In their own offices no one expects them to rule; they are but figureheads. The House of Commons is led by one of them, as deputy of the Premier. No one looks to this leader any longer for an authoritative pronouncement on the policy of the Government. Neither Mr. Bonar Law in the past, nor Mr. Austen Chamberlain in the future, are regarded as the framers of the policy they expound, or even as acquainted with its trend. When difficulties arise, the matter has to be adjourned until the Premier attends the House, when he makes an authoritative statement of policy—much like an American President attending the Houses of Congress to read his "Message."

The Head of a Department, too, has ceased to be regarded as responsible even for the detailed business of his office, much less for such part of its work as has a bearing on general policy. His permanent Under-Secretary rules the Department, largely by informal consultations with the Secretariat in Whitehall Gardens, or with the Private Secretary of the Prime Minister. If the Cabinet Minister does interfere, having ideas of his own, he no longer settles the matter authoritatively after a discussion with the Permanent Head; he is referred to Instructions received from the Secretariat or the Premier's Private Secretary. He has to seek an interview with these and try to persuade them that his view is right. He can no longer issue orders as of old; he has to accept the Premier's instructions or else resign his office. Some recent resignations, rightly or wrongly, are attributed to the unwillingness of certain great political chiefs to submit to this abrogation of their Departmental authority and responsibility which is the result of the new system. It is clear, of course, that such a system increases the strength and influence of the Bureaucracy. The Secretariat usurps the real powers of the State in all matters of detail. In matters of policy the Premier is supreme, but often he delegates his authority very largely to his private secretary. Indeed, Premier's private secretaries have come to possess a wholly new political standing. Formerly, they were mere *aides-de-camp*, influential of course, but not powerful. Now they are practically Chief Staff Officers to a Premier, who is Commander-in-Chief. The Cabinet Ministers are Subordinate Generals, holding separate commands, who find that in practice they are controlled by the Private Secretary and the Secretariat, as Chief of Staff and War Staff, in the name of the all-powerful Premier.

Again, it is clear to everyone that the House of Commons no longer possesses its old authority in the State. It is notorious that many matters of policy are opposed to its wishes, e.g., the existence of the Ministries of Transport, of Munitions, and of Supplies, and the activities of the Ministries of Health and of Education. Much public expenditure is notoriously carried through against their wishes. But they are powerless, for nowadays a defeat of the Government would be followed by a General Election, in which the critics would stand a chance of losing their seats—and would have to fight an expensive contest without assistance from the party funds controlled by the whips. The House of Commons, therefore, has to content itself with registering the edicts of a Premier-President.

Such are the lines of criticism on the new development of our Constitution as it appears to *The Times*. Of course, the criticism is in some ways exaggerated. The change is probably less complete than suggested, and some of it can be but temporary. Nevertheless, when allowance is made for many necessary grains of salt, it must be candidly confessed that the account given by *The Times* rings true. Cabinet Government of the Victorian type is dead. Presidential Government has taken its place. Clearly, much modification of the Constitution is necessary to meet the new conditions of this new age. And, certainly, our text-books on the British Constitution require to be re-written and revised.

In a document signed by Lord Robert Cecil which is issued by the Executive Committee of the League of Nations Union, the opinion is expressed that a settlement of the indemnity instalments imposed by force upon Germany will be no settlement, and that it is desirable to take advantage of the slightest indication on the part of Germany to depart from her present attitude of refusal to pay. That indication may perhaps be found in the proposal made by the German delegates that they should appeal to the League of Nations. Lord Robert Cecil suggests that the Allies should welcome any appeal to the Assembly made by the Germans, provided they will agree to refer the question of the amount of the indemnity to a special tribunal appointed by the League, with financial experts as assessors. Such a tribunal should determine how much Germany can reasonably pay, including payment by services.

## Res Judicatæ.

### Accord and Satisfaction.

The theory of "Accord and Satisfaction" is well known to be one of the least understood in our Common Law, and every case on the subject helps to a better grasp of its essential principles, so that a reported decision involving this rule is always worth noting. The Court of Appeal, in *Ellon Cop Dyeing Co. v. Robert Broadbent & Son, Ltd.* (122 L.T. 142), has just affirmed a decision of Mr. Justice SHEARMAN which conflicted, in its application of the rule, with that of Coleridge, J., in *Flockton v. Hall* (1849, 14 Q.B. 386). The point involved was this. It is quite clear that where a contract between A and B has been broken by B, so that A has a cause of action against B, the parties may enter into a new agreement in substitution for the original one, and such substituted agreement will be an "accord" for the original promise of B. But it does not follow that there is any "satisfaction" sufficient to discharge A's right of action against B. There is no such satisfaction if A has agreed to accept B's performance of the substituted contract in place of his performance under the original agreement: such a substituted agreement is not an "Accord and Satisfaction" until the new agreement has been in fact performed. Until then it is merely an "accord," which stays B's right of action conditionally, but does not extinguish it; the chose in action revives on B's failure to perform the new agreement. But, again, it may be the case that, in entering into the substituted agreement, A has expressly or impliedly contracted to release B from the cause of action against him in consideration of his entering into the new contract, and nothing more. In such a case the consideration in the release is B's new promise and not its performance. The "satisfaction" is complete when B has made the new promise: it is more than a mere "accord." The question which of the two A agreed to accept as a consideration for releasing B from the accrued cause of action, namely, whether it was his "promise" under the new agreement or only its "performance," is a question of fact to be ascertained from all the surrounding circumstances. The document itself may be relied on to show that the "promise," not the "performance," was to be a full accord and satisfaction. This doctrine was first laid down, two years ago by the House of Lords in *Morris v. Baron & Co.* (1918, A.C. 1), and now the Court of Appeal has treated it as a rule of wide general application.

### Abatement by Death.

A troublesome question of practice, about which no practitioner knows very much because it so seldom arises in the day's work, or the year's work, is the question of abatement when one party to an action dies. In a recent great case, the point arose in a peculiar form: *Ferguson v. Ferguson*, (1920, 1 I.R. 81). Here one trustee sued his co-trustee and the beneficiaries concerned for release from his burden of trusteeship. The trust fund was ordered to be brought into court. Dividends were paid to a person who under the trust had a life interest in the fund. This went on from time to time, until she died. Meantime the plaintiff and several of the defendants were dead—a state of facts which rather recalls Dickens' "Beak House," and the celebrated suit of "*Jarndyce v. Jarndyce*": but the solicitor was in no way responsible. There were three surviving defendants, and they applied for an inquiry as to who were the persons entitled to the funds. Now, naturally, the court at once had to ask itself whether the action had abated by the death of the plaintiff, and if so, whether it must be re-commenced or could be otherwise revived? The court took the simple view that a fund was in court under an Order of the Court, whether or not there still existed a pending action, and that therefore the court could distribute this fund. In order to do so, it could take all necessary ancillary steps, such as ordering an inquiry in chambers. Such a reference to chambers was accordingly made without any order to continue proceedings.

### Declaratory Actions concerning D.O.R.A.

Declaratory actions have been so much extended of late years, and prove so exceedingly useful as a means of doing otherwise impracticable things, that one rather sympathizes with the daring plaintiff who attempted to put this procedure to a wholly novel use in *Bombay and Persia Steam Navigation Co. v. Maclay* (1920, 3 K.B. 407). Here a shipowner had suffered losses owing to the giving of a direction as to his ship's voyages, and the subsequent cancellation of the same, by the Shipping Controller, acting under the well-known D.O.R.A. Regulation 39 n.n., which gave the Controller the wide powers of dictating the use of shipping. Not desiring to go before the Defence of the Realm Lower Commission with its purely discretionary jurisdiction, the shipowner boldly brought a declaratory action against the Controller and the Treasury for an order that he had suffered damages, was entitled to compensation from the Controller, and ought to receive the same out of the public funds. Had the action been admissible, it is clear that the Defence of the Realm Lower Commission would be purely superfluous and might close its doors. But Mr. Justice Rowlatt held that the action was misconceived, and that a declaratory order is not admissible for this purpose.

Sir Arthur George Macpherson, K.C.I.E., of Trefusis-terrace, Exmouth, formerly a Judge of the High Court of Calcutta, Legal Adviser to the Secretary of State for India, and Secretary of the Judicial and Public Department of the India Office, left estate of gross value, £22,452.



## Reviews.

## Patents.

THE LAW AND PRACTICE RELATING TO LETTERS PATENT FOR INVENTIONS. By THOMAS TERRELL, K.C. Sixth Edition., Revised and re-written by COURTNEY TERRELL and ARTHUR JAFFE, M.A., Barristers-at-Law. Sweet & Maxwell, Ltd. £3 3s. net.

The period of nearly twelve years which has elapsed since the last edition of this standard work on Patent Law has seen considerable changes and developments in the law both by statute and judicial decision. In statute law there has been the Patent and Designs Act, 1919, with its substituted s. 27 of the Act of 1907, providing against the abuse of monopoly rights; its substituted s. 24 of the same Act allowing patents to be endorsed "licences of right," thereby throwing them open to public use on terms to be settled, in default of agreement, by the Comptroller; increasing the period of a patent from fourteen to sixteen years; making fresh provision as to the use of patents by the Crown; and altering the remedy for infringement by allowing an injunction and damages, but not an account of profits. These matters and other changes in the law—in particular the changes due to war and peace legislation—have rendered extensive revision and re-writing necessary. Chapter 13 on Abuse of Monopoly contains a very useful examination of the new s. 27, and Chapter 18, which deals with war and peace legislation, explains the rules as to patents made during the war, and the articles of the Treaty with Germany which bear upon the subject; and the general order of 30th October 1918, vesting enemy interests in British patents in the Public Trustee as Custodian, and the Divesting Order of 19th July 1920, are given in full. The appendix contains the consolidated text of the Acts of 1907 and 1919, and the Rules of 1920, and also forms of proceedings in an action for infringement, and hints for drafting assignments and licences. The cases decided since the last edition up to the latest date compatible with the printing of this edition, have been incorporated in the text or the notes. The work in the present edition will continue to be a very reliable and complete guide to Patent Law and Practice.

## Insurance.

THE LAWS OF INSURANCE. By the late JAMES BIGGS PORTER, Barrister-at-Law. Sixth Edition, by GILBERT STONE, Barrister-at-Law. Sweet and Maxwell, Ltd. 21s.

Mr. Gilbert Stone has discharged faithfully his task of bringing out a new edition of the late Mr. Porter's well-known treatise on the Laws of Insurance. It must be admitted that, of late years, this book has lost some of its old reputation as a first-class text-book. When Mr. Porter brought out his first edition in 1884, it had no rivals, and the result was that for nearly thirty years everyone used it as a matter of course. But recently other and more modern text-books have appeared, and there has been a most excellent comprehensive article on "Insurance" in the "Laws of England." Consequently, "Porter" has suffered in repute. Its arrangement is not logical or methodical; its grasp of principles is somewhat to seek; and, very often, where a point is uncertain the author takes refuge in vague and ambiguous language. These defects do much to outweigh the great merit of the book, namely, the immense amount of matter it contains, and the wide scope of its references. On almost every conceivable point that can arise in practice there is something said in "Porter" and some reference given—if only to a Digest of the Insurance Laws of the United States, or the American Reports, or the like. This is a great aid to the practitioner, especially to the advocate who has to fight a case and is glad of any crutch on which he can lean. But the book would probably recover all its former prestige if it were thoroughly overhauled and re-arranged on more modern lines. When another edition appears, we hope that Mr. Stone, than whom none can perform such a task better, will not be deterred from attempting it by undue respect for the methods of the "first and only begotten" of the book.

## Law of Evidence.

ROSCOE'S "EVIDENCE." Fourteenth Edition. By HERMAN COHEN, Barrister-at-Law. Stevens & Sons, Ltd.; Sweet & Maxwell, Ltd. £3 3s. net.

Mr. Cohen edited the last edition of "Roscoe's" classic, which appeared in 1908. The previous editors, after Henry Roscoe who issued the first edition in 1835, were Granger, Power, Stephen, Horace Smith, and A. Keep, nearly all of them noted names in minor judicial administration. Needless to say, Mr. Cohen has fulfilled his task with all his wonted thoroughness and scholarship. He has added many new titles, including one on "Treason."

## Books of the Week.

Easements.—A Treatise on the Law of Easements. By JOHN LEYBOURN GODDARD, Barrister-at-Law. Eighth edition. Stevens & Sons Ltd. 30s. net.

Stamps.—The Stamp Laws. By Sir NATHANIEL J. HIGHMORE, Barrister-at-Law. Fourth edition, containing the Stamp Acts, 1891, and Amending Acts 1893 to 1920. By CHARLES CONNOLLY GALLAGHER, LL.B. (Hons.) London, Barrister-at-Law, of the Inland Revenue Department. Stevens & Sons, Ltd. 15s. net.

Digest.—Butterworth's Yearly Digest of Reported Cases for the Year 1920. Being the First yearly Supplement of Butterworth's Twenty-two Years' Digest 1898-1919, and containing the cases decided in the Supreme and other Courts. Edited by C. H. CHADWICK, Barrister-at-Law. Butterworth & Co. 21s. net.

Criminal Appeals.—Criminal Appeal Cases. Edited by HERMAN COHEN, Barrister-at-Law. January 17, 18, 24, 31; February 7, 14, 21, 28, 1921. Sweet & Maxwell, Ltd. 6s. net.

## Correspondence.

## The Inscription on the Law Society's War Memorial.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

SIR,—Surely a slip has been made in the instructions given for the Latin inscription on the very beautiful War Memorial put up in the Law Society's Hall.

It would seem that the inscription must have been intended to run—

"Hic manus, ob patriam pugnando vulnera passi,  
Omnibus his nivea cinguntur tempora vitta,"

but that, in place of the last line, the line in Virgil which precedes it was substituted by someone's error or inadvertence.

The quotation as altered would be as beautiful and appropriate as the rest of the War Memorial and I trust that it will be altered.

The original passage in the sixth Aeneid is that in which Aeneas is being told who are those he sees before him in the Elysian fields who have been deemed worthy of the pure content and quiet happiness they are enjoying, and runs as follows:—

"Hic manus ob patriam pugnando vulnera passi,  
Quique sacerdotes casti, dum vita manebat,  
Quique pii vates et Phœbo digna locuti,  
Inventas aut qui vitam excoluere per artes,  
Quique sui memores alios [or aliquos] fecere merendo:  
Omnibus his nivea cinguntur tempora vitta."

The snow-white wreath of consecration is placed by Virgil on the brows of the soldier in the first, the priest in the second, the poet in the third, and the discoverer in the fourth line; and then in the fifth line, so unfortunately (by as I think some slip) selected for this memorial, upon all worthy persons who had some merit in their lifetime although not soldiers or belonging to the more eminent and nobler callings.

The sad result of converting so unnecessarily (by putting in the wrong line of such a beautiful and appropriate passage) a War Memorial to the soldiers of our profession into a memorial to every one of any merit even of a somewhat inferior kind, is further accentuated in two ways in this case.

"Aliquos" may be a more authoritative reading than "alios" but it is not much more authoritative, and its selection emphasises the comparative slightness of the merits of those commemorated in the fifth line of the above passage.

The division into halves on opposite sides of the room of the names and the inscription distinguishes at first sight between "the soldiers" named on the left and the "worthy people" named on the right, and this division, moreover, makes it more than ever difficult to take the words entirely apart from their original meaning, and to read the two lines as a continuous sentence, and "Quique" as being the same persons as are mentioned in the first line.

E. M. RENDALL.

3 John Street, Bedford Row, W.C.1,  
23rd March.

## Prescriptive Claims to Judicial Office.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

SIR,—In the interests of historical accuracy may I note an error in your last issue under the above heading?

You say Sir Alexander Cockburn, retired in November 1880. He did not retire. He died in harness, having sat in Court on the day of his death.

I well remember the strange experience of reading in one part of the newspaper the account of his death, and in another part the account of his proceedings in Court on the same day.

W. H. W.

30th March.

[We are obliged for the correction. Those whose memories go back as far, will remember, like our correspondent—and the writer—the shock of the announcement of Sir Alexander Cockburn's death.—Ed. S. J.]

Mr. John Digby, of Elm Court, Temple, and St. George's Road, S.W., a Bencher of the Middle Temple, left estate of gross value £34,507.

## CASES OF LAST SITTINGS.

### House of Lords.

#### DR. BARNARDO'S HOMES NATIONAL INCORPORATED ASSOCIATION v. SPECIAL COMMISSIONERS OF INCOME TAX.

18th and 21st February and 14th March.

REVENUE—INCOME TAX—CHARITY—EXEMPTION—RESIDUARY BEQUEST—INCOME RECEIVED BY EXECUTORS BETWEEN TESTATOR'S DEATH AND DISTRIBUTION—DEDUCTION OF INCOME TAX—CLAIM FOR RETURN—INCOME TAX ACT, 1842 (5 & 6 Vict. c. 35), s. 88, sched. C. r. 3; s. 105, sched. D.

A testator bequeathed the whole of his residuary estate absolutely to a charity. The next-of-kin disputed the will, and after an interval of two years his executors by agreement between the parties distributed the residuary estate, one-third to the next-of-kin and two-thirds to the charity. The executors having during this period received income from which income tax had been deducted at the source, of investments then forming part of the estate, the charity claimed that two-thirds of such income had been received on its behalf, and being exempted from income tax, applied for an order for repayment of the tax so deducted.

Held, dismissing the appeal, that there had been no creation of a trust in favour of the charity in respect of this income; it was never paid over to the charity as income, but at the close of the administration action was paid the charity as a share of the whole estate consisting of capital and accumulated income. The executors and not the charity were the recipients of this income, and there was no relation back in the case of the bequest of a residue. If no right of deduction at the source had existed, the executors, and they alone, could have been made liable for the tax. The appeal therefore failed.

Decision of the Court of Appeal (64 Sol. J. 207; 1920, 1 K.B. 468) affirmed.

Appeal from an order of the Court of Appeal reversing the decision of a divisional court making absolute a rule nisi for a mandamus directed to the Special Commissioners of Income Tax ordering them to allow an exemption from income tax on certain funds given by the will of the late Denzil Thompson, who died on the 14th November, 1914, to Dr. Barnardo's Homes and to repay the sum of £327 which had been deducted for tax from the income received by the executors. The residuary estate was not ascertained or paid until two years after the testator's death, the delay being caused by the process of administration and by litigation which was compromised with the result that the charity became entitled to two-thirds of his residuary estate. During this period the executors received from the securities income from which income tax had been deducted, and the charity afterwards claimed repayment of the income tax on the ground that it formed part of their legacy, and being admittedly a charity, they were not liable to pay income tax. The Commissioners took the view that these dividends, until paid over, were part of the testator's estate, and as such were liable to pay the tax deducted. A divisional court made absolute a rule for a mandamus directing the Special Commissioners to allow an exemption from income tax on the bequest, but on appeal the Court of Appeal held that since up to the date of the distribution the residue was not ascertained and did not really exist, and the income received by the executors up to that date was received by them, not on behalf of the residuary legatees, but for due distribution, the tax had not been paid on behalf of the charity, and therefore the charity was not entitled under rule 3 of schedule C, s. 88, and schedule D, s. 105, of the Income Tax Act, 1842, to an order for repayment. The charity appealed. After consideration the House dismissed the appeal.

Lord FINLAY, in moving the appeal should be dismissed, said that the claim of the appellants was to a return of income tax on the ground that, as a charity, they were entitled to exemption. Admittedly the association was a charity. The King's Bench decided the question raised by this appeal in their favour, but the Court of Appeal reversed that decision. His lordship dealt with the facts and said that provision was made for exemption from the duties in schedules C and D in the case of charities (Income Tax Act, 1842, ss. 88 and 105). The third rule under schedule C which was applied also to schedule D defined the exemption which was to be granted on application to the Commissioners for Special Purposes. By rule 3 exception could be granted in respect of the stock or dividends of any charity applicable to charitable purposes only "in so far as the same shall be applied to charitable purposes only, such to the approval of the Commissioners." It appeared to him that the present case was really decided by the decision of this House in *Lord Sudeley's Case* (1897, A.C. 11). It was pointed out in that case that the legatee of a share in the residue had no interest in any of the property of the testator until the residue had been ascertained. His right was to have the estate properly administered and applied for his benefit when the administration was complete. The income from which this income tax was deducted was not the income of the charity. It was the income of the executors. There had been no creation of a trust in favour of the charity in respect of this income, it was never paid over to the charity as income. What was ultimately paid over on the close of the administration was the share of the whole estate, consisting of capital and accumulated income which fell to the charity. The executors, not the charity, were the recipients of this income, and there

was no relation back in the case of the bequest of a residue. If no right of deduction at the source had existed it was the executors and the executors only who could have been made liable for the tax.

Lord CAVE and Lord ATKINSON read judgments to the like effect.

Lord SUMNER concurred. COUNSEL for the appellants: *Sir William Finlay, K.C., Disturnell, K.C., and A. M. Lister*; for the respondents, *Sir Gordon Hewart, A.G., and Reginald Hills*. SOLICITORS: *Downing, Hancock, Middleton & Lewis* for *Downing & Hancock*, Cardiff; *H. Bertram Cox*.

[Reported by ERKINE REID, Barrister-at-Law.]

## Court of Appeal.

FETTES v. ROBERTSON. No. 2. 2nd, 3rd, 22nd March.

STATUTE OF LIMITATIONS—WRITTEN PROMISE TO PAY—WORDS OF HOPE AND EXPECTANCY—ACKNOWLEDGMENT—WHETHER PROMISE WAS UNQUALIFIED.

In an action in which the defendant pleaded the statute of limitations the Court held that in the defendant's letters, which contained words of hope and expectancy about his being able to pay the debt, and which also contained expressions amounting to an admission of the debt, the particular words of hope and expectancy so qualified the admission that there could not be inferred an unqualified promise to pay made within six years before the issue of the writ.

Decision of Bailhache, J., reported 37 T.L.R. 80, reversed.

Appeal by the defendant, who had unsuccessfully pleaded the statute of limitations when sued on a promissory note endorsed by him in 1912 and dishonoured on presentation. In April, 1913, the defendant wrote to the plaintiff: "I am so sorry for myself that I can appreciate your position. Please believe me that you won't be a loser yet and leave it at that until I can fulfil my honourable promises." On the 27th November, 1913, he wrote another letter to the plaintiff in which he said he was determined to see the debt settled, but that "the time has not yet arrived to do so even in part. I only wish that it was both for your sake and mine." On 2nd August, 1914, he wrote: "Unless the European crisis develops into war . . . I think the oil in the district will develop into something big very soon . . . in that case, unless I am much mistaken, you can quite rely upon a payment in November; how much, I can't say, but I will do my best." In another letter dated 3rd October, 1914, he wrote: "I am exceedingly sorry, but the promise I made to try and pay something on account next November has now quite gone by the board and when prospects will brighten goodness only knows . . . I can only assure you that when I can you will be paid if you have the patience." The writ in the action was issued on 23rd October, 1919. Bailhache, J., held that from the correspondence there could be implied an unqualified promise to pay, and gave judgment for the plaintiff. The defendant appealed. *Cur. adv. vult.*

BANKES, L.J., said this action was brought to recover principal and interest alleged to be due on a promissory note which became due in March, 1912. The defendant set up the statute of limitations. To this the plaintiff replied that the defendant had within six years before action acknowledged the debt in writing. Bramwell, B., in *Sidwell v. Mason* (26 L.J. Ex. at p. 409) gave the history of this branch of the law. It was started with a statute of James I, which required an action for debt to be begun within six years after the cause of action. That was followed by judge-made law which treated a promise to pay a simple contract debt against which the period of limitation had run as reviving the liability from the date of the promise and constituting a new cause of action. Then came Lord Tenterden's Act, and the reason for introducing the word "acknowledgment" into the provisions of that statute was undoubtedly to cover the case of the promises which the courts implied from certain classes of acknowledgments (see per Gaselee, J., in *Linsell v. Bonsor*, 2 Bing (N.C.) 246). In deciding cases like the present, the fact should not be lost sight of that what a plaintiff had to prove was a promise, express or implied, to pay the debt made within six years before action, and that any consideration of an acknowledgment was merely for the purpose of seeing whether the acknowledgment was expressed in such language that an unqualified promise to pay could be implied from it. Now the letter of 27th November, 1913, recognised that the plaintiff had suffered a loss, but it did not contain any acknowledgment from which any unconditional promise by the defendant to pay the loss himself could be inferred. The third letter of 3rd October, 1914, enclosed the defendant's letter to the plaintiff's solicitor in which he had expressed his inability to make any payment, and the terms of the letter itself were inconsistent with any unqualified promise to pay. He considered that the defendant's plea of the statute of limitations succeeded, and the appeal should be allowed.

SCRUTTON, L.J., dissented. In his opinion the view taken by Bailhache, J. was right. The letter of the 23rd November, 1913, contained a sufficient acknowledgment of the debt to take it out of the statute.

ATKIN, L.J., agreed with Bankes, L.J., in holding that the appeal should be allowed and judgment entered for the defendant, with costs there and below.—COUNSEL for the appellant, *D. N. Pritt*; for the respondent, *Crook-Johnson*. SOLICITORS: *Michael Abrahams, Sons & Co.; Templeton and Holloway*.

[Reported by ERKINE REID, Barrister-at-Law.]



**N. JOACHIMSON v. SWISS BANK CORPORATION.**

No. 2. February 9th, 10th, 11th, and March 11th.

**BANK—CUSTOMER—CURRENT ACCOUNT—OBLIGATION OF BANKER TO PAY CUSTOMER AMOUNT DUE TO CUSTOMER'S CREDIT—EXISTENCE OF A PRESENT ENFORCEABLE DEBT—WHETHER DEMAND WAS A CONDITION PRECEDENT TO RIGHT OF CUSTOMER TO SUE BANK.**

In June, 1919, the plaintiff commenced an action against the defendant bank claiming for the purpose of winding up the affairs of a partnership that had come to an end on the 1st August, 1914, the amount standing to the credit of the partnership in its current account at the date of its dissolution. No demand for the payment of this amount had been made to the bank on or before the 1st August, 1914. The defendant bank pleaded *inter alia* that there was no accrued cause of action—no existence of an enforceable debt—on the 1st August, 1914, because no demand for payment had been made upon them for payment on or before that date, and that until there was such a demand by a customer a bank was under no obligation to pay him the amount standing to the credit of his current account.

Roche, J., on the authority of *Foley v. Hill* (2 H.L.C. 28) and *Pott v. Clegg* (16 M. & W. 321) gave judgment for the plaintiff. The defendants appealed.

Held, that in the absence of express agreement to the contrary, a demand was a condition precedent, and, as no demand had been made in the present case on or before the 1st August, 1914, the date when the plaintiff asserted the cause of action accrued, the plaintiff had no cause of action on that date and the claim failed.

Decision of Roche, J., reversed.

Appeal by the defendant bank from a judgment of Roche, J., which raised the question whether the customer of a bank could sue the bank for the balance standing to the credit of his current account without making a previous demand upon the banker for payment. No such demand was made in the present case, and Roche, J., on the authority of *Foley v. Hill* (2 H.L.C. 28) and *Pott v. Clegg* (16 M. & W. 321) gave judgment for the plaintiff. The defendant bank appealed, and submitted *inter alia* that a demand was a condition precedent to the existence of a present enforceable debt, and therefore they were entitled to judgment. *Cur. adv. vult.*

BANKES, L.J., in allowing the appeal, said that prior and up to the 1st August, 1914, three persons had carried on business in Manchester in partnership under the firm name of N. Joachimson. On that date one of the partners died, and as a result the partnership was automatically dissolved. The plaintiff was one of the three partners. He was a naturalised Englishman at all material times residing and carrying on business in England. The third partner became an alien enemy on the outbreak of war. The firm banked with a branch of the appellant bank in Manchester. On the 1st August, 1914, the amount standing to the credit of the partnership's account was £2,300 odd. On the 5th June, 1919, the plaintiff commenced the present action in the firm's name, claiming payment of the sum standing to the credit of the account of the partnership. The action, eventually, upon the hearing of a summons for particulars in March, 1920, took the form of an action by the plaintiff in the name of N. Joachimson, "a firm name," claiming for the purpose of winding up the affairs of the partnership, to recover the amount standing to the credit of the partnership on the 1st August, 1914, and asserting that the cause of action was one which "accrued on the 1st August, 1914, for moneys lent by the plaintiff to the defendants as bankers, or alternatively for moneys had and received by the defendants for the use of the plaintiff." The defendants contended *inter alia* that there was no accrued cause of action at that date since no demand had been made upon the defendant bank for payment on or before that date. The question was, therefore, whether, as the defendants alleged, a demand upon a banker was necessary before he came under an obligation to pay his customer the amount standing to the customer's credit on his current account. A writ was, generally speaking, a sufficient demand, but in this case the writ was not issued until June, 1919. He thought that the test was whether the parties had or had not agreed that an actual demand should be a condition precedent to the existence of a present enforceable debt. In the ordinary case of banker and customer, their relation depended mainly upon an implied contract. The question, therefore, was (1) whether the cases cited during the argument did decide that the relation of banker and customer was such as to negative any implied condition that the making of an actual demand was a condition precedent to the bringing of an action to recover money lent to the banker by the customer on the current account; and (2) whether, if they did not so decide, such a condition should be implied. Dealing with the authorities above referred to and *Walton v. Masceall* (13 M. & W. 452), *Norton v. Elam* (2 M. & W. 461), *Birks v. Trippet* (1 Wm. Saunders, 38), *Foley v. Hill* (1 Phillips 399), *O'Driscoll v. Manchester Insurance Committee* (1915, 3 K.B. 499), he came to the conclusion that a demand was a condition precedent, and as no demand had been made in the present case on or before the 1st August, 1914, the plaintiff had no accrued cause of action on that date and the claim failed.

WARRINGTON and ATKIN, L.J.J., read judgments to the like effect. COUNSEL for the appellants: *Schwabe, K.C.*, and *Conway*; for the respondent, *R. A. Wright, K.C.*, and *Wilfred Lewis*; SOLICITORS: *Michael Abrahams, Sons & Co.*; *Rauke, Johnstone & Co.* for *Addleshaw, Sons and Latham, Manchester*.

[Reported by ERSKINE REID, Barrister-at-Law.]

**High Court—Chancery Division.****BRAITHWAITE v. AMALGAMATED SOCIETY OF CARPENTERS. ASHLEY v. GENERAL UNION OF OPERATIVE CARPENTERS AND JOINERS.** Eve, J. 16th March.

**TRADE UNION—EXPULSION OF MEMBER—PARTICIPATION IN CO-PARTNERSHIP SCHEME—RIGHT TO MAINTAIN ACTION—JURISDICTION—TRADE UNION ACT, 1871, s. 4.**

An action was brought by a member of a trade union to restrain the defendants from expelling him from the union by reason of his participation in a co-partnership scheme in breach of the rules.

Held, that the action was a proceeding to enforce an agreement within s. 4 (1) of the Trade Union Act, 1871, and therefore could not be maintained.

This was an action by members of two trade unions for an injunction to restrain the unions from expelling them on the ground of their participation in a co-partnership scheme instituted by Lord Leverhulme for persons in the service of Lever Brothers, Ltd. The scheme, which has been in existence for some twelve years, gave to employees a share in the profits of the company, which, but for the scheme, would have gone to Lord Leverhulme as the owner of the ordinary shares. The plaintiffs contended that there was no power given by the rules of the union which enabled them or their officials to expel the plaintiffs on the ground that they were participants of the scheme, and they said that if on the true construction of the rules there was such a power, then such rules were to that extent *ultra vires*. The defendants contended that the plaintiffs were seeking to enforce by this action one of the agreements mentioned in s. 4 of the Trade Union Act, 1871, and therefore the action was not maintainable. They said that the unions had determined that the scheme was inconsistent with membership and was dealt with by the rules, and that the question whether the plaintiffs' action was detrimental to the unions was not one for the court. The following cases, *inter alia*, were referred to: *Russell v. Amalgamated Society of Carpenters and Joiners* (1912, A.C. 421), *Yorkshire Miners v. Houden* (1905, A.C. 256), *Kelly v. National Society of Operative Printers* (84 L.J., K.B. 2236).

EVE, J., said the first defence was that there was no jurisdiction to entertain the action in that it was a proceeding to enforce an agreement between members of a trade union concerning the conditions on which they were employed. In other words, the defendants asserted that the jurisdiction of the court was ousted under s. 4 (1) of the Trade Union Act, 1871. In substance, the plaintiffs alleged that they had committed no breach of any of the rules of the union and that there were no grounds for expulsion under the rules. The defence raised the issue of the conduct of the plaintiffs in remaining in the employment of Lever Brothers and continuing to participate in the co-partnership scheme in breach of rule 32. Upon that issue evidence had been tendered with a view to showing that in participating in this particular trust the workmen were not working on a co-partnership system within the meaning of rule 32, and accordingly the plaintiffs, in continuing to participate in the co-partnership trust, had not committed any breach of the rules. These considerations led to two questions: first, whether the rule contained a contract between members of the union concerning the conditions on which members should be employed; secondly, whether this action was brought to ascertain and construe those conditions, and whether, if they were construed in the plaintiffs' favour, the court could enforce that agreement. This was not an action to which the decisions which had been cited by the plaintiffs applied. Nor was it correct to say, as counsel for the plaintiffs suggested, that these decisions established the general proposition that an action to restrain an expulsion or to restrain a union from acting on a resolution to expel was not dealt with by s. 4 of the statute. In the cases cited it seemed that the action was not brought on the right of an individual to participate in union funds, but was brought to restrain a misapplication of the funds on the part of the union. On that ground it was held that nothing in s. 4 of the Act prevented them from entertaining the action. In this case, on the contrary, the whole object of the action was to enforce the alleged rights of the plaintiffs under the agreement contained in the rules regulating the employment of the members who remained members of and participated in the co-partnership scheme. In other words, the plaintiffs were resorting to the court to establish their construction of the rule regulating the conditions of their employment, and having so done, of enforcing that construction against the union and the other defendants. In those circumstances the action was one brought to enforce an agreement concerning the conditions of employment coming within the mischief of s. 4. In view of the judgment pronounced in *Chamberlain's Wharf v. Smith* ([1900] 2 Ch., 605) the court had no alternative but to hold that it was an action that could not be maintained. He did not endorse the suggestion that the result arrived at in that case was inconsistent with any other decisions. In his opinion there was no conflict in the decisions or in the reasoning by which they were respectively reached. He adopted with all respect the view of Lord Wrenbury, then Mr. Justice Buckley, in *Osborne v. Amalgamated Society of Railway Servants* (1911, 1 Ch. 540), where he dealt at page 569 with the judgment in *Chamberlain's Wharf v. Smith*. He was convinced that if he entertained the case he would be ignoring the express provisions of the Act of 1871. He had therefore no alternative but to dismiss the action with costs. That dealt with the first of the two actions. The same reasoning, with such changes as the rules rendered necessary, applied to the second action. It shared the same fate. The



undertaking by the defendants would be continued in case the matter went further.—COUNSEL: *Romer, K.C., Cunliffe, K.C., and Cecil Turner; Jenkins, K.C., H. E. Wright, P. M. Walters and Brocklehurst; Slesser.* SOLICITORS: *Pritchard, Englefield & Co. for Simpson, North & Harley, Liverpool; Kinch & Richardson for Howard Laycock & Co., Manchester; C. H. Osborn for T. H. Hinchcliff, Manchester; Kenneth Brown, Baker & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

**In re MACARTNEY: MACFARLANE v. MACARTNEY.**

—Astbury, J. 3rd February.

**CONFLICT OF LAWS—ENFORCEMENT OF FOREIGN JUDGMENT—AFFILIATION ORDER AGAINST DECEASED FATHER'S ESTATE—PUBLIC POLICY "FINAL AND CONCLUSIVE" JUDGMENT—UNKNOWN CAUSE OF ACTION HERE.**

A posthumous affiliation order for an alimentary allowance for her child obtained by a girl against the estate of the dead father of such child in Malta which is an order unknown to the English law is not enforceable as a claim in an administration action in England on several grounds, three of which are as follows:

First, it would be the recognition of the right of an illegitimate child to permanent alimony contrary to the policy of our law.

*Rousillon v. Rousillon* (1880, 14 Ch., D. 351, applied).

Secondly, it is a judgment unknown to the English law and therefore not enforceable here.

*De Brimont v. Penniman* (1873, 10 Blatchford's Circuit Court Reports of New York, 436) applied.

Thirdly, such alimony being liable to variation according to the law of Malta, there is not a "final and conclusive judgment."

*Nouvion v. Freeman* (1889, 15 App. Cas.), and *Harrop v. Harrop* (1920, 3 K.B. 386) applied.

This was a question referred to the court under Order 55, Rule 69, as to whether a certain foreign judgment could be enforced as a claim in an administration action. The facts were as follows: The testator who was domiciled in England, but temporarily resident in Malta was about to be married to a Maltese girl, but died in February, 1913, a few days before the proposed wedding, leaving her enceinte of a daughter who was born in September. His will was proved in England and an administration order made. In 1917 the girl brought an action in Malta against the curator of the testator's estate there for a declaration of paternity and for alimony for the child. There being still assets of the testator's estate in Malta, the Maltese courts assumed jurisdiction and ultimately the Court of Appeal there declared the child to be the natural child of the testator, and condemned his estate in an alimentary allowance for her of \$75 payable every six months to the mother on the child's behalf during minority and thereafter to the daughter. It was proved that such actions unknown in England were well recognized in Malta and were quasi-directorial. The alimony was for the life, but could be varied or terminated if the child attained independent means or married. The executor contended that this cause of action being unknown to the English law, the judgment was unenforceable here, and referred to Dicey on "Conflict of Laws," 2nd Ed., p. 411 and 414, and Woodruff's, J., observation in *De Brimont v. Penniman* (*supra*). The legatees contended that the judgment was not "final and conclusive," and therefore unenforceable, and referred to Dicey, p. 412, and *Nouvion v. Freeman* and *Harrop v. Harrop* (*supra*). The claimant contended that the declaration of paternity was a judgment in *rem* carrying the necessary consequence of alimony which had in fact been fixed in amount by the court, and that Dicey's observations were limited to judgments in *personam*. The real question decided was succession to an inheritance which the local Court could decide independent of domicile, Dicey, 391, and the property moved from Malta to England could be followed. The action was not a penal one, *Huntington v. Atties*, 1893, A.C. 150, there was no rule of law or consideration of public policy treating the enforcement of this judgment which was clearly *extra territorial*.

ASTBURY, J., after stating the facts said: The judgment is unenforceable on three distinct grounds. First, the recognition of the right of an illegitimate child to permanent alimony is contrary to the policy of the English law and therefore unenforceable within: *Rousillon v. Rousillon* (*supra*). Secondly, the judgment was founded on a cause of action unknown in England and therefore unenforceable; see Dicey on "Conflict of Laws," 2nd Ed., p. 414, and *De Brimont v. Penniman* (*supra*). Thirdly as the alimony was liable to variation or termination according to the varying circumstances of the mother and child, the judgment is not "final and conclusive" see *Harrop v. Harrop* and *Nouvion v. Freeman* (*supra*). The judgment, though a judgment in *rem* *quod* the declaration of paternity, is only a judgment in *personam* against the curator or legal personal representatives *quod* the assignment of alimony. It may be operative against assets in Malta and nothing in the present decision will interfere with that. But it is in no sense a debt enforceable against the assets in England. The claim must therefore be disallowed. COUNSEL, *Howard Wright; Ashton Cross; Lawrence Tooth.* SOLICITORS, *Budd, Johnson, Jacks and Colclough; Frere, Cholmeley & Co.; H. A. Graham and Wigley.*

[Reported by L. M. MAY, Barrister-at-Law.]

## Probate, Divorce and Admiralty Division.

**KEYES v. KEYES and GRAY.** Duke P. 1st March.

**DIVORCE—HUSBAND'S SUIT—DECREE ABSOLUTE OF DIVORCE ALREADY OBTAINED IN THE CHIEF COURT OF THE PUNJAB, INDIA—PARTIES MARRIED IN INDIA AND RESIDENT IN INDIA, BUT DOMICILED IN ENGLAND—INDIAN DECREE INVALID IN ENGLAND—THE EAST INDIA COUNCILS ACT, 1861, S. 22—THE INDIAN DIVORCE ACT, 1869.**

The parties to the marriage were resident in India, and were married in that country at St. Paul's Cathedral, Calcutta. Subsequently on 16th February, 1918, the husband obtained from the Chief Court of the Punjab a decree nisi for the dissolution of his marriage on the ground of his wife's adultery with the co-respondent, and that decree was made absolute on 14th November, 1918. The husband was domiciled in England, and presented the present petition to test the validity of the Indian decree.

Held, that the marriage solemnized at Calcutta in November, 1916, was a valid and subsisting marriage at the time of the presentation of this petition, and the Indian decree of divorce was invalid in this country.

Decree nisi with costs, pronounced.

The petitioner, Mr. Reginald Keyes, by his present petition, dated 11th June, 1919, prayed for the dissolution of his marriage with Annie Braah Keyes on the ground of her adultery with Captain Gerald Cecil Gelsen Gray. The petitioner and the respondent were married on 13th November, 1916, at St. Paul's Cathedral, Calcutta. They lived after marriage at Rawal Pindi, and there was no issue of the marriage. In October, 1917, the petitioner presented a petition in the Chief Court of the Punjab praying for the dissolution of his marriage on the ground of the adultery charged in his present petition and claiming damages. That petition was not defended; on 16th February, 1918, a decree was pronounced by the Chief Court of the Punjab dissolving the marriage and awarding 1,000 rupees damages against the co-respondent, and on 14th November, 1918, the decree was made absolute. The present petition was undefended, and the question for determination was the validity of the decree pronounced by the Indian Court. Counsel for the King's Proctor contended that Parliament could not have intended to confer on the Indian Courts jurisdiction to dissolve the marriage of persons who were domiciled in this country. On the other hand, it was argued on behalf of the Secretary of State for India that, if the test of domicile were to be strictly applied, it would be fatal to the exercise of divorce jurisdiction in India.

DUKE, P., after stating the facts and reviewing the arguments, said the substantial questions to be decided here are whether the Governor-General of India in Council was authorised by the East India Councils Act, 1861, to establish Courts having jurisdiction in India with power to decree dissolution of the marriage of persons domiciled elsewhere; and whether the authority, if any, thereby given to the Governor-General in Council was so exercised in the enactment of the Indian Divorce Act, 1869, as to enable the Chief Court of the Punjab to make decrees for the dissolution of the marriage of such persons. The question at issue depends upon the true construction of the Act of the Imperial Parliament passed in 1861 and the Act of the Governor-General in Council passed in 1869. My attention was drawn to three cases decided in this country in which, without argument, it was apparently assumed that Indian decrees of divorce between British residents in India were valid, but the material facts of the several cases are not stated in the reports with sufficient fulness to enable me to form any judgment as to the grounds on which the assumption in each instance was made. Apart from any express statutory provision, the jurisdiction to decree dissolution of marriage depends, according to the English law, on the domicile of the parties. So long ago as 1872 Lord Penzance, in this Court, in *Wilson v. Wilson* (L.R., 2 P. & D. 435, 442), set forth the main reasons of public policy on which that rule proceeds—namely, the mutual interests of communities in questions which affect marriage; the right of each community to determine for itself and to decide by its own tribunals the grounds on which questions of marriage and of divorce shall depend; and the necessity for some universal rule as to the forum in which the dissolution of a marriage may be decreed. It is to be borne in mind, in considering the question here at issue, that in 1861 the law of nations with regard to the power of communities to deal with the status of marriage between strangers resident among them had long been declared by jurists to be that afterwards laid down in *Le Mesurier v. Le Mesurier* (1895, A.C., 517), namely, that questions of personal status depend on the law of the actual domicile of the party concerned. His lordship referred to *dicta* to that effect in *Shaw v. Gould* (L.R., 3, H.L. 55, at p. 83), and in *Warrender v. Warrender* (2 Cl. and Fin., 488), and said these pronouncements seem to me to be material in the inquiry whether on the true construction of the Imperial statute of 1861 power is thereby conferred on the Governor-General of India in Council to legislate for British subjects merely resident in India so as to affect their status as to marriage in the country of their domicile. At the time of the legislation of 1861 in the Imperial Parliament there was not in India any jurisdiction to decree dissolution of marriage. The dispatch in which the Secretary of State, Sir Charles Wood, forwarded to the Viceroy letters patent under the East India High Courts Act, 1861, for the High Court of Calcutta, refers to this fact, expresses the view that it is expedient that the High Court should have the same jurisdiction in this

regard as the Court for divorce and matrimonial causes in England, and requests the Viceroy to take the subject into his consideration and to introduce into his Council a Bill to deal with the matter. The Bill which was eventually introduced became the Indian Divorce Act of 1869, which is now under discussion. Section 22 of the East India Councils Act, 1861, provides that the Governor-General in Council shall have power "to make laws and regulations for all persons whether British or native, foreigners or others, and for all Courts of Justice whatever, and for all places and things whatever" within the Indian Territories under the dominion of the Crown. By way of proviso, it further enacts that the Governor-General in Council shall not have the power of making "Any laws or regulations which may affect the authority of Parliament . . . or any part of the unwritten laws or constitutions of the United Kingdom of Great Britain and Ireland whereon may depend in any degree the allegiance of any person to the Crown of the United Kingdom or the sovereignty or dominion of the Crown over any part of the said territories." Without this proviso, I should have thought it to be clear that the enacting words which I have quoted, reading them in their every-day meaning, could not be deemed to warrant the making of laws by the Indian Government to interfere with the status of subjects of the Crown who were not domiciled in India. The laws to be made are to be of local operation. The status of a citizen domiciled elsewhere is not a condition having local effect in India, or local limitations. No one would suppose, I think, that the legislative authority created by s. 22 could extend to the making of a law which should affect the heritable capacity of a man resident in India in respect of land in England, or control his conduct in any matter of purely English concern. The proviso which I have read could perhaps be used to support an argument based upon the maxim *expressio unius est exclusio alterius*. If the terms of the proviso do raise a question of construction the result seems to me to be only to refer back the inquiry to the general principles in which the construction of statutes depends. A statute must be construed with due regard to its subject-matter and object, and the object of this Act is to provide for the Government of India, by laws binding upon persons and things in India. As between two possible constructions, that which is conformable to international law as declared in our own tribunals is to be preferred to that which would involve infringement of the rights of other communities. To create a jurisdiction in divorce such as is exercised in the courts of this country was, I have no doubt, within the powers conferred upon the Governor-General in Council by the East India Councils Act of 1861. That Act, however, does not, in my opinion, warrant the making of a law to empower courts in India to decree dissolution of the marriage of persons not domiciled within their jurisdiction. The Indian Divorce Act, 1869, accordingly furnished no sufficient authority for the divorce of the petitioner and the respondent which has been decreed by the Chief Court of the Punjab. The marriage of the petitioner and the respondent solemnized at Calcutta in November, 1916, is at this time a subsisting marriage, the petitioner is entitled to a decree *nisi* for its dissolution, and there will be a decree accordingly, with costs against the co-respondent.—COUNSEL, for the petitioner: *H. W. Barnard*; for the King's Proctor: *The Attorney-General, W. Bowstead and T. Bucknill*; for the Secretary of State for India: *Sir Erle Richards, K.C., and Kenworthy Brown*; for the respondent and co-respondent: *Noel Middleton*, SOLICITORS, for the petitioner: *Boyce and Evans*; for respondent and co-respondent: *Blount, Lynch & Petre*; *The Solicitor to the India Office*; *The King's Proctor*.

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

## In Parliament. New Statutes.

On 24th March the Royal Assent was given to the following Acts:—  
Consolidated Fund (No. 2) Act, 1921.  
Children Act, 1921.  
German Reparation (Recovery) Act, 1921.  
Coal Mines (Decontrol) Act, 1921.  
Tribunals of Inquiry (Evidence) Act, 1921.  
Ministries of Munitions and Shipping (Cessation) Act, 1921.

## Notices of Motion.

### MATRIMONIAL AND DIVORCE LAWS.

On this day three weeks to call attention to the Matrimonial and Divorce Laws of this country, and to move a Resolution.—Mr. Rendall (22nd March).

### NATURALISATION CERTIFICATES.

On this day three weeks to call attention to the great delay of the Home Office in dealing with Naturalisation Certificates, and to move a Resolution.—Sir T. Bramson (22nd March).

### WORKMEN'S COMPENSATION.

On this day three weeks to call attention to the question of Workmen's Compensation, and to move a Resolution.—Mr. Spoor (22nd March).

## Bills Presented.

In the House of Commons, the Ministry of Transport (Transfer of Railways) Bill—"to provide for the transfer of railway undertakings to the Minister of Transport, and for purposes connected therewith," presented by Mr. James Henry Thomas (22nd March) (Bill 53).

The Housing Bill—"to amend the Law relating to the housing of the people; and for purposes in connection therewith," presented by Dr. Addison (23rd March) (Bill 54).

Greenwich Hospital Bill—"to amend the Greenwich Hospital Act, 1872," presented by Colonel Sir James Craig (23rd March) (Bill 55).

Treaty of Peace (Hungary) Bill—"to carry into effect a Treaty of Peace between His Majesty and certain other Powers," presented by Mr. Cecil Harmsworth (23rd March) (Bill 56).

## Questions.

### GRAND JURIES (SUSPENSION) ACT, 1917.

Sir FRANCIS BLAKE (Berwick-upon-Tweed) asked the Home Secretary what is the present position with regard to the Grand Juries (Suspension) Act, 1917; whether inquiries have been made from Judges and others as to the effect of the Act upon the administration of justice, and with what result; and whether he proposes to take any, and what, action in the matter?

Mr. SHORTT: The matter has already been dealt with by s. 4 of the Administration of Justice Act, 1920, which will come into operation on the expiration of the Grand Juries (Suspension) Act, 1917. This section was drafted after taking the opinion of all the King's Bench Judges, who were unanimously in favour of the provision contained in s. 4 (1).

Sir F. BLAKE: When will the Act come to an end?

Mr. SHORTT: On the termination of the war. (22nd March.)

### COURTS-MARTIAL (COMMITTEE'S RECOMMENDATIONS).

Major O'NEILL (Antrim, Mid.) asked the Secretary of State for War whether a Special Committee has yet been appointed, as recommended by Mr. Justice Darling's Committee on Courts-Martial, to work out the details of a scheme for appointing permanent legal officers in the Army; if so, whether their Report has received the approval of the Army Council; and how soon the appointment of legal officers will be sanctioned, seeing that it is now nineteen months since the Courts-Martial Committee's recommendation was made?

Sir L. WORTHINGTON-EVANS: Yes, sir; and the recommendations of the Committee have been approved in principle, but, as I informed my hon. and gallant Friend on the 15th March, the extent to which they can be adopted requires further consideration on financial and other grounds.

(22nd March.)

### COURT OF INTERNATIONAL JUSTICE.

Mr. ORMSBY-GORE (Stafford) asked the Prime Minister whether the Union of South Africa, New Zealand and India are among the twenty-seven States, members of the League of Nations, who, in addition to Great Britain, have signed and ratified the protocol of the statute for the permanent Court of International Justice in the form approved by the Assembly of the League at Geneva on 13th December, 1920; and whether any information has been received as to whether Australia and Canada are now prepared to take the same step?

Mr. CHAMBERLAIN: The Governments of the States mentioned in the first part of the question had signed, but had not, up to the 3rd instant, ratified the protocol. Arrangements are in hand for ratification by Great Britain. It is understood that signature on behalf of Canada is contemplated. No information is available as regards the intention of the Commonwealth of Australia. (22nd March.)

### PEACE TREATIES: HUNGARY.

Lieut.-Colonel Sir S. HOARE (Chelsea) asked the Prime Minister whether he is aware that one of the factors in the unsettlement of Central Europe is the delay in the ratification of the Hungarian Peace Treaty; and when His Majesty's Government propose to ratify it?

THE UNDER-SECRETARY OF STATE FOR FOREIGN AFFAIRS (Mr. Cecil Harmsworth): His Majesty's Government are fully alive to the importance of the early ratification of the Treaty of Peace with Hungary. I propose with the leave of the House to introduce the necessary Bill to-day, and I hope that it will be possible to proceed with the Second Reading without undue delay after the Easter Recess. (23rd March.)

### COURTS-MARTIAL.

Major M. WOOD (Aberdeen, Central) asked the Chief Secretary whether he will give instructions that in all courts-martial and military courts of inquiry there shall be at least one member of the court with legal knowledge and experience?

Sir H. GREENWOOD: In all capital cases at least one member of the court has always been a qualified lawyer certified by the Lord Chancellor of Ireland or the Lord Chief Justice of England to be a person of legal knowledge and experience. At each of such courts in addition to the



qualified legal member there has been a Judge Advocate appointed by the Judge Advocate-General who has been a barrister of standing and experience of criminal cases in civil courts. I cannot undertake to put a barrister in every court-martial.  
(23rd March.)

#### LEAGUE OF NATIONS: COURT OF INTERNATIONAL JUSTICE.

Sir J. D. REES (Nottingham, East) asked the Under-Secretary of State for Foreign Affairs whether the judges of the permanent Court of International Justice of the League of Nations will receive an annual salary or remuneration calculated upon the time they actually sit for the trial of such cases as the parties concerned may voluntarily bring within their presumably world-wide jurisdiction?

Mr. HARMSWORTH: In addition to the annual salary to be determined by the Assembly of the League of Nations upon the proposal of the Council, the President of the Court is to receive a special grant for his term of office, and the other judges similar grants in respect of the actual performance of their duties. A copy of the document, issued by the League of Nations, on the subject of the Permanent Court, will be found in the Library of the House.  
(24th March.)

#### CORONERS (REMUNERATION) BILL.

Major STEEL (Ashford) asked the Prime Minister whether he will give facilities for the Second Reading and subsequent stages of the Coroners (Remuneration) Bill in order that this Bill may be passed quickly into law?

The PRIME MINISTER: The Government do not oppose the Second Reading of this Bill, but it must take its chance with other Private Bills.  
(24th March.)

#### SUPER-TAX.

Colonel GRETTON (Burton) asked the Chancellor of the Exchequer what is the number of persons assessed for Super-tax during the financial year ending on the 31st March?

Mr. BALDWIN: The number of persons who by 31st March next will have been assessed to Super-tax in respect of the year 1920-21 is estimated at 57,000. The whole assessment for that year is not yet completed, and further assessments will be made after the end of the financial year.  
(24th March.)

#### EDUCATION ACT, 1918.

Mr. LUNN (York, W.R., Rothwell) asked the President of the Board of Education whether he can issue a statement showing to what extent the Education Act of 1918 has been put into operation, and the number of local authorities which have put in force each section of the Act?

Mr. FISHER: The whole of the Act is in operation except s.a. (1) and (2) of s. 8, s. 10, s. 2 (iii), s. 14, and, in part, s. 51. Appointed days for the purposes of s. 10 have been fixed for the following areas:—London, Birmingham, Rugby, Stratford-on-Avon, Swindon, West Ham, Southend-on-Sea, and in Kent (so far as relates to young persons resident in Kent, but employed in London, who will attend London schools). Many of the sections of the Act are permissive, and it would be impossible within the limits of an answer to indicate to what extent local education authorities have exercised the powers conferred on them by the various sections of the Act.  
(24th March.)

## New Orders, &c.

### Home Office Order.

#### FIREARMS AND AMMUNITION.

ORDER OF THE SECRETARY OF STATE, DATED 24TH MARCH, 1921.  
PROHIBITING REMOVALS. (FIREARMS ACT, 1920, 10 & 11 GEO. V., c. 43, s. 9.)

In pursuance of the powers vested in me by Section 9 of the Firearms Act, 1920, I hereby make the following order:—

1. The removal of any firearms or ammunition from Great Britain to Ireland is prohibited unless such removal is authorised by the chief officer of police of the district from which the firearms or ammunition are to be removed.

2. The removal from one place to another in the United Kingdom of any firearms or ammunition intended to be removed subsequently to Ireland is prohibited unless the removal is authorised by the chief officer of police of the district from which the firearms or ammunition are in the first instance to be removed.

3. This Order shall apply to all firearms and ammunition and to all modes of conveyance.

4. This Order shall come into force on 30th March, 1921.

EDWARD SHORTT,  
One of His Majesty's Principal  
Secretaries of State.  
(Gazette, 29th March.

24th March.

## Ministry of Food Orders.

### NOTICE OF REVOCATION.

In exercise of the powers conferred upon him by the Ministry of Food (Continuance) Act, 1920, and of all other powers enabling him in that behalf, the Food Controller hereby revokes as on the 28th February, 1921, the Orders specified in the Schedule hereto, but without prejudice to any proceedings in respect of any contravention thereof.  
28th February.

#### THE SCHEDULE.

S.R. & O., 1917.	No. 1049.	Sugar Order, 1917.
S.R. & O., 1917.	No. 1330	} Sugar Order (Ireland), 1917, as amended.
and 1919.	No. 1631.	
S.R. & O., 1917.	No. 885	} Sugar (Registration of Retailers) Order, 1917, as amended.
and 1919.	No. 1094.	
S.R. & O., 1917.	No. 1094.	Sugar (Registration of Retailers) (Ireland) Order, 1917.
S.R. & O., 1919.	No. 1551.	Sugar (Restriction of Delivery) Order, 1919.

#### THE FRESHWATER FISH ORDER, 1921.

1. Any person may between the 15th March and the 15th June, 1921, both inclusive, buy, sell, expose for sale or have in his possession for sale any freshwater fish certified by the Fishmongers' Company to be freshwater fish imported from abroad or from Scotland or Ireland.

2. For the purposes of this Order the expression "freshwater fish" shall have the meaning assigned by the Freshwater Fisheries Act, 1878.

3. This Order may be cited as the Freshwater Fish Order, 1921.

7th March.

#### ORDER REVOKING THE MILK (MOTHERS AND CHILDREN) ORDER, 1919.

In exercise of the powers conferred upon him by the Ministry of Food (Continuance) Act, 1920, and of all other powers enabling him in that behalf, the Food Controller hereby revokes as on the 14th March, 1921, the Milk (Mothers and Children) Order, 1919 [S.R. & O., 1919, No. 1879].  
14th March.

## Societies.

### Sheffield District Incorporated Law Society.

The following are extracts from the Report of the Committee for 1920:—

**Members.**—The Society now consists of 188 members. The number of barristers and others, not being members, who subscribe to the library is five. Since the date of the last Annual Report 15 new members have been elected. During the same period 15 members ceased, through death or otherwise, to belong to the Society. The Committee records with regret the deaths of Arthur Abney Tasker (member of the Society since 1881) and Thomas Edward Ellison, Barrister-at-law, who practised at the local Bar for nearly 40 years, and was for many years the leader of that Bar. The Committee also regrets the retirement from the profession of Mr. J. Newton Coombe, member of the Society since 1877 and President in 1908.

**Officers and Committee.**—In accordance with the Society's Articles of Association, the President, Vice-President, Treasurer, Secretaries, and other members of the Committee, all go out of office and new officers and Committee have to be elected at the Annual Meeting. The following members of the Committee are, under Article 19, ineligible for re-election for a year: Messrs. F. Allen, G. Denton, H. B. Sandford, J. B. Wheat, B. A. Wightman, and Ernest Wilson.

Mr. Edward Bramley, to whose devotion and untiring energy as its Hon. Secretary since 1897, the Society owes a lasting gratitude, does not propose to offer himself for re-election. It will be recalled that he decided on this step in 1914, and for that year, for the first time since the formation of the Society in 1875, the name of Bramley does not appear in the secretariat among the list of officers. Almost immediately, however, the exigencies of war claimed the services of Mr. C. S. Coombe, the newly-appointed Hon. Secretary, and Mr. Bramley most generously again came forward and not only filled the gap but took upon himself fresh burdens in connection with the work of the Society caused by the war.

**Conditions of Sale.**—A Sub-Committee was appointed early in 1919 to consider the question of a revision of the Society's form of Condition of Sale. The Sub-Committee's report was not available, however, until the beginning of last year, when, after slight alteration, it was adopted by the present Committee, and, by a resolution passed on 10th March, 1920, the Conditions were deemed to be altered accordingly. A general circular was sent out to all members setting out precisely the alterations made, and extra copies of the circular were supplied on request for the purpose of attaching to copies of the Conditions in circulation. The Conditions now on sale have the alterations incorporated. The attention of members is drawn to the fact that it is not a sufficient incorporation of the Society's General Conditions to state in an advertisement that the property is sold "subject to conditions." It is desirable, therefore, that in all cases they should be specifically referred to.



**The Law of Property Bill and Land Transfer.**—The Law of Property Bill, introduced into the House of Lords by the Lord Chancellor on 19th October, 1920, came before the Committee for consideration. The intricacy of the law relating to land and the necessity for taking into account existing conditions make it inevitable that any Bill having for its object the simplification and reform of our Land System must be bulky and complex; consequently it is not surprising to find that the present Bill runs into some 250 pages of highly technical matter. Under the circumstances the Committee decided that it would be outside their sphere of usefulness to attempt anything like an exhaustive enquiry into the probable effect of the Bill, if passed, or a detailed criticism of its various sections. In one respect, however, the Committee felt justified in taking action. The Bill provides for compulsory registration of title being imposed on the country generally and abolishes the safeguards which have hitherto prevented this step from being taken against the wish of the County and Borough Councils. A deputation from the Committee waited upon the Parliamentary and General Purposes Committee of the Sheffield City Council with the result that an official request in the name of the City Council was sent to all the Noble Lords in Parliament having local interests, asking them to attend and oppose the clause abolishing the aforesaid safeguards. The opposition, though forming part of a considerable body of similar opposition from various parts of the country, was not for the time being successful. It is not unlikely, however, that if the Bill becomes law a compromise on the question of the extension of compulsory registration of title will be first agreed upon. In the House of Lords, Part I of the Bill (containing the principal alterations in the law of conveyancing) was withdrawn for the time being.

**The Finance Act, 1920.**—This Act, amongst other things, abolishes the Land Value Duties. While it was under consideration as a Bill before Parliament the Committee made a strong effort to procure the abolition also of the necessity of delivering I.V.D. particulars on every transfer of land, which seemed to be a useless and unnecessary requirement when the duties were no longer payable. The Council of the Law Society took the matter up and arranged for an amendment to be moved to repeal the whole of Section 4 of the Finance (1909-10) Act, 1910, so as to do away with the necessity of the particulars and stamp. A special request was sent in the name of this Society to some fifteen or sixteen local representatives in Parliament asking them to support the amendment; but the Government insisted on retaining the personnel and machinery of Land Valuation, notwithstanding that the primary reason for their being called into existence had ceased to exist, and the amendment was lost.

**The Law Society.**—At the Annual General Meeting of the Law Society in July last, Mr. Benjamin Arthur Wightman was elected an ordinary (Country) member of the Council. Mr. Wightman's candidature was supported by the Committee who secured his adoption as one of the official candidates put forward by the Associated Provincial Law Societies. Sheffield is thus once more represented on the Council after a short break which occurred on the expiry, in July, 1918, of Mr. Bramley's term of office as an extraordinary member. The Committee of the Law Society having reported in favour of compulsory membership of the Law Society for all solicitors, your Committee were invited to consider the question and express any views on behalf of this Society they might think fit. Your Committee felt, however, that the proposal was not one for which they could count on any degree of unanimity among members, particularly as there is a marked difference of opinion on the subject in the Council itself.

**The Associated Provincial Law Societies.**—This Society met three times during the year, and numerous subjects were discussed and dealt with. This Association has been especially active in organising the opposition to compulsory registration of title, and may be confidently trusted to carry on the fight against this further extension of bureaucracy in conjunction with the Law Society. At different meetings representatives of this Society moved the following resolutions, all of which were carried:—

**Solicitors' Remuneration.**—"That the whole subject of Solicitors' Remuneration, including charges under Schedule I, be taken up again by the Law Society's Committee, and that the Hon. Secretary communicate the resolution to the Secretary of the Law Society."

**Conveyancing Charges.**—"That the conducting scale be made chargeable independently of the Auctioneers' commission on sales, which should be paid by the client in addition, and that the proper authorities be approached with this end in view at the earliest available opportunity."

**Carbon Copy of Drafts.**—"That it be a recommendation to all provincial Solicitors that when sending a typed draft for perusal to another Solicitor, they should send a carbon copy for the latter's use (to be treated as if made by him where item charges are applicable) and that the constituent Societies be requested to communicate this to their members." (Carried by 30 votes to 9.)

The first two resolutions were passed on to the Law Society for consideration and action.

**Law Clerks.**—During the year proposals were put forward by the recently-formed Sheffield and District Law Clerks' Society for setting up a Joint Council of Solicitors and Law Clerks for Sheffield and District, to deal with questions affecting Solicitors' Clerks in the District. From information before the Committee it appears that similar proposals have been received by various Law Societies throughout the country. The Law Society itself has been in direct communication with the National Federation of Law Clerks (with whom, it is understood many of the Provincial Law Clerks' Societies are affiliated), with the result that a Joint Conciliation

Board has been formed for London. In spite of the apparently concerted action which these simultaneous proposals suggest, there is a considerable difference in the schemes put forward. The scheme originally suggested by the Sheffield Clerks approximated to the Whitley Councils formed for dealing with industrial disputes; but the Committee, from the outset of the negotiations, made it clear to the Clerks' Society that they could not, under any circumstances, consent to the establishment of a Council having the right to exercise "executive powers" as between Solicitors and their Clerks.

After further deliberation and consideration of the schemes adopted in London, Liverpool and Manchester, the Committee, decided, not without hesitation, to recommend the formation of a Joint Council, with the object and constitution set out in Appendix No. II. to this Report. At a Special General Meeting of the Society on 13th January last the scheme was approved; and the election of seven representatives of the Society to act on the Joint Council forms part of the business at the Annual General Meeting of the Society. The Council as formed is almost identical with that established for the London District last July, and seeks to attain its objects by conciliation and advice; and its institution carries out a recommendation of the Council of the Law Society to Provincial Law Societies to agree to the formation of Joint Councils where requested by the Clerks.

**The Increase of Rent, &c., Act, 1920.**—The provisions of this Act were considered by the Committee with a view, if possible, to recommending the adoption of a uniform practice in applying to mortgagors for the increased rates of interest allowed under the Act. Owing, however, to the difficulty of deciding what the Act really meant, it was decided that no recommendation could be made.

**The Society's Prize.**—The Committee have much pleasure in announcing the award of the Society's Prize for the year (value £10 10s.) to Mr. D. S. Branson, M.A., who passed the April Final Examination, 1920, with 1st class honours. Taken in conjunction with Mr. Branson's distinguished Army service with the Hallamshires from August, 1914, until after the Armistice, during which period he attained the rank of Lieut.-Colonel, and was awarded the M.C. and the D.S.O. with two bars, his success is, to say the least, remarkable.

**University.** The number of students in the Faculty of Law in the present session is 39. Of these two are reading for the LL.M. degree, and 16 for the LL.B. degree, of Sheffield University. The degree students include two solicitors and ten articled clerks, or intending articled clerks. The non-degree students comprise, amongst others, two articled clerks taking the full course for the Final Examination of the Law Society and six taking that for the Intermediate.

#### JOINT COUNCIL OF THE SHEFFIELD DISTRICT INCORPORATED LAW SOCIETY AND THE SHEFFIELD AND DISTRICT LAW CLERKS' SOCIETY.

##### CONSTITUTION AND FUNCTIONS.

**Definition.**—The above-named Law Society and the Law Clerk's Society are hereinafter referred to as the Law Society and the Clerks' Society respectively.

**Functions.**—To secure by conciliation and advice the largest possible measure of joint action between Solicitors and Law Clerks for the improvement of all engaged in the law, and particularly as regards conditions of work, remuneration and efficiency.

##### CONSTITUTION.

**Area.**—The area to be covered by the Council shall be that of the Sheffield District Incorporated Law Society.

**Membership.**—The Council shall consist of Fourteen Members, one-half to be appointed by the Law Society and one-half by the Clerks' Society.

**Re-appointment.**—The members of the Council shall retire on the 28th February, 1921, and thereafter annually on the 28th February in each year. Retiring members shall be eligible for re-appointment. Casual vacancies in the Council shall be filled by the Society concerned, which Society shall appoint a member to sit until the end of the current period of office.

**Executive.**—The Council may appoint sub-Committees for special purposes, but so that Solicitors and Clerks shall be equally represented thereon.

**Chairman.**—The Council shall elect a Chairman to preside at its meetings. Such Chairman shall be a Solicitor member of the Council. The Vice-Chairman shall be a Law Clerk. They shall hold office for the current period of election of the Council, and shall be eligible for re-election at the meeting of the Council next after the term of appointment thereto. The Chairman of the meeting shall not have any casting vote.

**Ordinary Meetings of the Council** shall be held as often as necessary. A Special Meeting of the Council shall be called within fourteen days of the receipt of a request from three members of the Council. The matters to be discussed at such meetings shall be stated upon the notice summoning the Council.

**Voting.**—The voting both in Council and in Committee shall be by show of hands or otherwise as the Council may determine. Resolutions must be carried by the votes of not less than two-thirds of those present.

**Quorum.**—The quorum shall be four members on each side of the Council.

**Secretariat.**—The Joint Council shall elect annually a Secretary and Assistant Secretary from among the members of the Council. The former shall be a member of the Law Society and the latter of the Clerks' Society.

## The Work of the City Coroner during 1920.

The following report, dated 26th March, of Dr. Waldo's work during 1920 will be of interest:—

H.M. City Coroner (Dr. Waldo, J.P.) held, during the year 1920, 599 Inquiries in the City of London, including H.M. Prison at Holloway, as well as in Southwark. Post-mortem examinations were ordered and carried out in all inquests of death, save only in fourteen cases. The large majority of deaths were due to accident, or violence, to those dying in hospitals, very few dying from natural causes. With the exception of a few natural deaths, juries were summoned in all cases, Dr. Waldo being a believer in the constitutional and popular pre-war method of sitting in public with a jury, on the principle that an intelligent jury (which he gets in the City), directed by a Coroner, is a better and more satisfactory tribunal for the elucidation of truth than that by a Coroner sitting alone.

Among the inquests held were two cases of murder, two of manslaughter, one of justifiable homicide, one of *felo-de-se*, 22 of suicide, and one of arson. Inquests were held on 24 children under the age of one year, and on 52 between the ages of one and sixteen years.

Fifty-eight fatalities were due to vehicles, of which number 28 died in the City and 30 in Southwark. Dr. Waldo has again—backed by his juries—made frequent appeal to the Minister of Transport, the Home Secretary and police, the London County Council, and the various local Road Authorities for:—

(1) More street refuges—especially in Southwark with its tram-lined roads.

(2) More police at fixed crossings to assist children and other foot-passengers across congested streets, and

(3) Side life-guards fixed compulsorily on all heavy commercial motors, similar to those in use on motor omnibuses.

His recommendations, however, have—so far—met with only scant notice.

An inquest was held on the body of only one infant, accidentally suffocated whilst in bed with the parents—the lowest figure ever recorded. The marked general decrease throughout England and Wales, during the past few years, in this class of preventable death, has, in the Coroner's opinion, little to do with the question of drink, whilst, on the other hand, the more general use of cots and cradles, and the holding of more autopsies form important factors in the lessening in the numbers of these deaths to those formerly recorded.

Inquests were held in only eight cases in those whose sudden death was accelerated by the administration of anaesthetics for surgical operations. Of this number, three died in the City and five in Southwark, and as heretofore, the deaths were due almost entirely to the use of chloroform, or to a mixture containing chloroform—the most dangerous and deadly of anaesthetics.

As regards fires, Dr. Waldo is, at present, the only Coroner with powers under a special local Act, to hold inquests with a jury regarding the cause and circumstances of non-fatal fires, while under the same Act, he is able to commit for trial on a verdict of arson or incendiarism. He investigated 188 City fires, as compared with 167 in 1919, the highest figures ever recorded during the past 19 years—the number of fires officially reported in former years having been a decreasing one and averaging some 150 for each year. Public inquests during 1920 on the oath of jurors, were held before the Coroner in the case of eleven fires. In one of these inquests a verdict of arson was returned, and in several cases the cause and origin of the fires was doubtful and highly suspicious. Gross negligence in the causation of fires, too, during the past few months, appears to have been on the increase. *Inter alia*, the "slump" in the value of certain inflammable goods may have some connection with this dangerous state of affairs.

Dr. Waldo has, for several years past, suggested in his reports that the beneficial provisions of the unique *City of London Fire Inquests Act* of 1888, should be extended to his jurisdiction in Southwark—so far, however, without effect.

Altogether, the responsibilities and work of the Coroner has largely increased during recent years—more especially with regard to the saving of life and property in connection with fire prevention.

## Law Students' Journal.

### The Law Society.

#### FINAL EXAMINATION.

HONOURS.  
March 1921.

The names of the solicitors to whom the candidates served under articles of clerkship follow the names of the candidates.

At the Final Examination of candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:—

#### FIRST CLASS.

(In order of merit.)

1. CYRIL JAMES NEWMAN (Mr. Joseph Henry Bate, of the firm of Messrs. Allington Hughes & Bate, of Wrexham).

2. FREDERICK CLIFFORD STIGANT, B.A. Oxon. (Mr. Frederick Adam Stigant, of the firm of Messrs. Norman & Stigant, of Chatham).

3. HERBERT OTTO SPATZ (Mr. Curt Gustav Dehn, LL.B., of the firm of Messrs. Dunderdale & Dehn, of London).

4. WALTER LOUIS D'ARCY HART (Mr. Gilbert Ellis Samuel, of the firm of Messrs. Gilbert Samuel & Co., of London).

5. RICHARD WILLIAM FRANCIS (Mr. Alexander Henry Drummond Lawson, of the firm of Messrs. Lawson, Coppock & Hart, of Manchester).

6. CLIFFORD MACKRELL (Mr. Leonard Percy Steel, of Burnley).

7. HENRY LIONEL JACKSON (Mr. Francis Joseph Jackson, of the firm of Messrs. E. G. & F. J. Jackson, of Belper).

#### SECOND CLASS.

COLLINGWOOD CHRISTOPHER FAILES (Mr. James Ambrose Parsons, of King's Lynn).

GERALD WALTON HARDMAN (Mr. Frederic William Hardman, LL.D., of Deal).

HERBERT THOMAS TRAER HARRIS, B.A. Oxon. (Mr. Ernest Carrington Outry, of the firm of Messrs. Ellis & Ellis, of London).

ARTHUR HOLDICH MELLOWS, B.A. Oxon. (Mr. William Mellows, of the firm of Messrs. Mellows & Son, of Peterborough).

#### THIRD CLASS.

CECIL GERAINT AMES (Mr. Alfred Percy Ames, of the firm of Messrs. E. G. Ames & Son, of Frome).

CHARLES BARTLETT (Mr. John Skelton Downes, of the firm of Messrs. Lovell, Son & Pittfield, of London).

WILLIAM LATHAM BATESON, B.A. Oxon. (Mr. George Lewis Frederic McNair, of the firms of Messrs. Cooper & Co., and Messrs. Stibbard, Gibson & Co., both of London).

JOHN GALLOWAY (formerly a Barrister).

PERCY LORING (Mr. George Rupert Blagden, of the firm of Messrs. Savory, Pryor & Blagden, of London).

AGNEW MAIN MACPHAIL (Mr. David Main, of the firm of Messrs. Blackburn & Main, of Carlisle).

WILLIAM NAIRN RILEY, B.A. Cantab. (Mr. Arthur Foster Griffith, M.A., of the firm of Messrs. Griffith & Smith, of Brighton).

MEAD SLADE (Mr. William Wilton Reed, of the firm of Messrs. Lock, Reed & Lock, of Dorchester).

ALBERT VICTOR WILLIAMS (Mr. Walter Levi Williams, of the firm of Messrs. Williams & Williams, of Fishguard).

THOMAS ROY WILLIAMSON, B.A., LL.B. Cantab. (Mr. Charles McElroy Finney, B.A., of the firm of Messrs. William A. Crump & Son, of London).

The Council of the Law Society have accordingly given a Class Certificate and awarded the following prizes of books:—

To Mr. Newman—The Daniel Reardon Prize—Value about £46; and The Clement's Inn Prize—Value about £18.

To Mr. Stigant—The Clifford's Inn Prize—Value £5 5s.; and the John Mackrell Prize—Value about £13 13s.

To Mr. Spatz—The New Inn Prize—Value £5 5s.

To Messrs. Hart, Francis, Mackrell and Jackson—Each The Law Society's Prize—Value £5 5s.

The Council have given Class Certificates to the candidates in the Second and Third Classes.

Ninety-four candidates gave notice for examination.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on 7th and 8th March, 1921:—

Allen, Kenneth Frederick	Hackforth-Jones, Matthew, B.A. Oxon.
Ames, Cecil Geraint	Hardman, Gerald Walton
Awdry, Neville John	Harris, Herbert Thomas Traer, B.A. Oxon.
Bartlett, Charles	Hart, Walter Louis D'Arcy
Bateson, William Latham, B.A. Oxon.	Heaton, John Beresford
Bellingham, Roger Kirril	Hill, Charles Guy Roper
Bettinson, Harold Richard	Jackson, Henry Lionel
Bishop, George	Jackson, Herbert Edmund
Brooks, Richard Basil Digby	Johnson, Alfred Edwin
Carlsake, William Bampfild, B.A. Cantab.	Johnson, Thomas George
Cope, Geoffrey Silverwood, B.A. Oxon.	Jones, Humphrey Llewellyn, B.A. Wales
Cosgrove, George Lytton	Jones-Evans, Charles Lionel
Cottier, Gerald Beaumont	Kearton, Arthur Stanley
Craigs, William Nixon, M.A. Cantab.	Leverson, Leslie Spry
Crocker, Walter Angus	Loring, Percy
Crump, William Geoffrey	Mackrell, Clifford
Dawson, George Aspinall	Macphail, Agnew Main
Deakin, William Moreton	Mawdesley, John Leyland, B.A. Cantab.
Dickinson, John	Mawn, Alfred Ernest
Druce, John Christopher, M.A. Oxon.	Mellows, Arthur Holdich, B.A. Oxon.
Failes, Collingwood Christopher	Monckton, Lancelot Richard Stephen
Fox, Arthur Cecil	Morgan, Edward Haydn Spencer
Francis, Richard William	Morier, Charles Eliot, M.A., LL.B. Cantab.
Galloway, John	
Green, William Edward	

Newman, Cyril James  
 Nias, Harold Raymond, M.A., Oxon.  
 Norton, Walter Charles  
 Norwood, Charles Wilks  
 Owen, Gorwel  
 Parker, Philip  
 \*Pearkes, Leslie Vincent  
 Phillips, William England  
 Riches, Harold Henry Cottom  
 Riley, William Nairn, B.A. Cantab.  
 Rollinson, Edward Howard  
 Romain, Jessel Anidjar  
 Ryland, Frank Henry Koneclik  
 Saunders, Francis William  
 Scott, John Christopher  
 Sharkey, Leo Ignatius Joseph,  
 M.A. Oxon.  
 Slade, Mead

Smith, Albany Gordon  
 Southall, William Arthur  
 Spatz, Herbert Otto  
 Stigant, Frederick Clifford, B.A.  
 Oxon.  
 Symes, Geoffrey George Hetley,  
 M.A. Oxon.  
 Titmuss, Frank  
 Walter, Frederick Russell Doggett  
 Ware, Innes Noel  
 White, Arthur Albert  
 White, Thomas Reginald  
 Whittaker, Francis  
 Wilkinson, Bertie Edward  
 Williams, Albert Victor  
 Williamson, Thomas Roy, B.A.,  
 LL.B. Cantab.  
 Yeend, William Wallace

\*This candidate has still to pass in Trust Accounts and Book-keeping before a Final Certificate can be issued to him.

No. of Candidates . . . 94 Passed . . . 80

#### THE SHEFFIELD PRIZE. (Founded by Arthur Wightman, Esq.)

The Council have awarded the above Prize, value about £30, to Cyril James Newman, who served his Articles of Clerkship with Mr. Joseph Henry Bate, of the firm of Messrs. Allington Hughes & Bate, of Wrexham.

#### INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on 9th and 10th March, 1921. A candidate is not obliged to take both parts of the Examination at the same time.

##### FIRST CLASS.

Cohen, Sebag  
 Lynn, Richard Wardle  
 Spencer, Eric Dale

Swann, Harold  
 Vickers, Charles Geoffrey, V.C.,  
 B.A. Oxon.

##### PASSED.

Allen, George Isaac  
 Badgery, Thomas Samuel Maxwell  
 Bailly, Kenneth Lovell Macdonald  
 Banbury, Bray  
 Bartlett, Thomas Stanley  
 Baxter, James Frederic  
 Beever, Cecil Thomas Ashworth  
 Bevin, William Eustace  
 Blatch, Cecil Herbert Spence  
 Brashier, Percy Hugh  
 Carpenter, George Cyril  
 Chambers, Katharine Elizabeth  
 Clapham, Edward  
 Cooper, Hubert Thomas  
 Crabb, Ernest Henry  
 Dalzell, Harry Gordon  
 Dare, Gilbert Charles  
 Davies, Arthur Pryse  
 de Mesquita, Reginald David Bueno  
 Denithorne, Richard  
 Dickinson, Cecil Rhodes Morgan  
 Dillon, Charles Hooson  
 Donald, William George Curzon,  
 B.A. Cantab.  
 Ellis, Joseph Harold  
 Feather, Norman  
 Firth, Arthur Russell  
 Forbes, John Henry  
 Garbutt, Robert Llewellyn  
 Gibbs, William Douglas  
 Gifford, Charles Henry  
 Gilbertson, Henry Geoffrey  
 Harrison, Henry Jack  
 Hodgson, John Christopher Jones,  
 B.A. Liverpool

Hughes, Agnes Twiston, B.Sc.  
 London  
 Hughes, Charles Cecil  
 Johnston, Philip Rose, B.A. Oxon.  
 Kay, Harold  
 Magnus, Joseph Lazarek  
 Martensz, Percival Stephen  
 Martin, Alan Alfred Roger  
 Martin, Laurence Alfred Dunkley  
 Nisbet, Harry Courtenay Carey  
 Norman, John Brownlow  
 Partridge, Stanley Harcourt  
 Pettifer, Sidney Arthur  
 Pickup, Mary Elizabeth, B.A.  
 Wales  
 Pindar, Arthur Finlay Bawden  
 Pitt, Walter Sydney  
 Podmore, Frederick William  
 Stuart  
 Read, Albert  
 Robinson, Charles Stuart  
 Sapte, Francis FitzRoy  
 Shackles, Derek Holmes  
 Silvester, Leslie William  
 Telf, Morris  
 Thorneycroft, Gerald Hamo  
 Turk, Max  
 Vann, Herbert Norman  
 Wasbrough, Henry John  
 Webb, George Holbeche Harvey  
 Williamson, Alfred Owen  
 Winstanley, John Horace  
 Wood, Evan Richard  
 Youden, Henry Wallace

The following candidates have passed the Legal portion only :-

Adcock, Robert Henry  
 Biddle, William Joseph  
 Blewett, Sidney Thomas  
 Bower, Bartlett St. George  
 Bower, William  
 Bracewell, William Forrest  
 Buckley, Arthur Serle  
 Chadwick, Francis Claude Basil  
 Chesterton, Ernest Charles  
 Coleman, Walter Robert Granville  
 Collinge, Frederick John  
 Cooke, Stefan Ernest Peel  
 Davies, Daniel Leonard  
 Davies, Ernest Seymour

Dawbarn, John Raymond  
 Dawe, William John  
 Dawson, Percy, B.A. Cantab.  
 Dewes, Sydney William  
 Dixon, Tom  
 Edgley, Roy Walter Kelsey  
 Edwards, Harry Melville  
 Elliott, John Edwin  
 Evans, Evan Ingram  
 Ford, Hilda  
 Gillitt, Harry Noel  
 Goldstraw, James Bertram  
 Heningham, George Hemansley  
 Hirst, Arthur John Crosleigh

Howard, Allen  
 Hull, Gilbert  
 Hurton, Thomas Arthur  
 Jay, Charles Frederick  
 Lee, William  
 Lettis, Horace Norman  
 Livermore, Ralph  
 McBrien, James George  
 McKenzie, Donald Pirrie  
 Marsden, Briggs Holden  
 Morrant, Percy Edwin  
 Moxon, John Francis  
 Napthen, Edwin  
 Needham, Thomas Marshall  
 Newton, Richard

North, Edward Richard Lauraine  
 Nutt, George Edward Orme  
 Parker, Arthur Thursfield  
 Parker, Ivan Felix Brownfield  
 Peters, Austin Joseph, B.A. Cantab.  
 Pettifar, George  
 Randall, Harry Kneller  
 Ravenor, Ronald Affgar Graham  
 Sotham, Francis Arthur  
 Thomson, Walter Alexander  
 Tucker, Edward James  
 Underwood, Reginald Lindsay  
 Ward-Higgs, Thomas  
 Winkley, Charles Edward Jesse  
 Witty, Thomas Liggins

No. of Candidates . . . 209 Passed . . . 127

The following candidates have passed the Trust Accounts and Book-keeping portion only :-

Agnew, Norris Montgomerie, B.A.  
 Oxon.  
 Anderson, Peter  
 Ashworth, William  
 Auty, Stanley Critchley  
 Backhouse, Paul  
 Baker, Edward Thomas Lovell,  
 B.A. Cantab.  
 Batchelar, Hubert Walters  
 Bateson, Dingwall Latham  
 Besant, Ernest Bryden  
 Blackenace, Geoffrey Edward  
 Solomon  
 Bolt, Charles Edward  
 Boucher, Noel, B.A. Oxon.  
 Brackett, Arthur William Keith,  
 B.A., LL.B. Cantab.  
 Brooks, Richard Basil Digby  
 Bundy, Harold Philip, B.A. Cantab.  
 Callis, John Albert Frederick  
 Churton, Harry Leslie  
 Clarke, Richard William Bunney  
 Crawford  
 Clarkson, Stanley George  
 Cook, Abraham Hartley  
 Corbett, Edgar William  
 Corlett, Alfred Lingham  
 Craigs, William Nixon, M.A.  
 Cantab.  
 Crane, Reginald  
 Crosse, Arthur Ernest Selby  
 Culwick, Arthur  
 Darling, Claude Chessher, B.A.  
 Cantab.  
 Davies, Arthur  
 Davies, Hubert Maxwell  
 Davis, Thomas Anderson  
 Dodson, Reginald Stanley  
 Easterbrook, George Herbert  
 Laurence  
 Edwards, Lewis Wilson  
 Ekins, Wilfrid Thomas Cottier  
 Farr, Vivian Eric  
 Field, Geoffrey Simpson, B.A.  
 Oxon.  
 Fiske, Guy Sanders  
 Francis, Richard William  
 Gaulter, Jack Rudolph  
 Geard, Edmund  
 Glover, John Gibson, M.A. Cantab.  
 Glover, Edwin Hamilton  
 Goulding, Walter Haworth  
 Greaves, Arthur  
 Greig, John Yeatman, B.A. Oxon.  
 Greville-Smith, Dudley Frederic  
 Howard  
 Grocock, Arthur Watson  
 Hall, John Thornton, B.A. Cantab.  
 Hare, Henry Lancelot  
 Hayward, Leonard Geoffry, B.A.  
 Cantab.  
 Heys, John  
 Highet, Robert Theodore  
 Hill, Frederick George  
 Hill, Richard  
 Hodges, Philip James, B.A. Oxon.  
 Hole, Henry Arthur  
 Hore, Spencer Charles Henry  
 Ibberson, Herbert  
 Ingledew, Hamilton Murray

Ingram, Maud Isabel  
 Ingram, Robert Stuart Skinner,  
 B.A., LL.B. Cantab.  
 Isard, Oswald Clark  
 Jackson, Griffith Arthur Jones,  
 B.A. Cantab.  
 Jackson, Harold Edward  
 Jackson, John William  
 Jarvis, Bernard Harry  
 Jewell, Francis Norman  
 Johnson, Clifford Fallowfield  
 Jones, Evan Benjamin Byron  
 Jones, Evan Lewis  
 Jones, Meirion Oliver  
 Jones, Thomas Norman  
 Jones, Victor Dilwyn  
 Jones, William James  
 Kay, William Arthur, LL.B. Leeds  
 Kelly, John Bradshaw  
 Kidson, Arthur Cyril  
 Langham, James Edward Charles  
 Leonard, Robert  
 Leslie, Alexander Addis  
 Levett, Theodore Angelo Roderick  
 Littlewood, Sydney Charles Thomas  
 Longmore, John Alexander  
 McCallum, Duncan  
 Macdonald, Randal  
 Mace, Darrell Hugo  
 Mackan, William Thomas  
 McMurdy, James  
 Manaton, Arthur John  
 Meech, George Oswald  
 Mobberley, Howard Bayley  
 Morgan, Eric Elton  
 Morgan-Rees, Daniel  
 Morley, John Vernon  
 Morris, David Stanley  
 Neave, James Stephen  
 Nowell, Thomas Broughton  
 Oldfield, Albert Reginald  
 Osborne, Cecil Bernard  
 Parker, Harry  
 Parker, Philip  
 Parkin, William Charles  
 Perkins, William Gregory  
 Phelps, Hubert Meadows Pellew,  
 B.A. Cantab.  
 Pope, Horace Octavius Kelway  
 Porter, James Douglas, B.A. Oxon.  
 Powis, Harold  
 France, Miles Howard  
 Price, Eric Arthur  
 Richardson, Edwin  
 Riche, Edwin Leslie Harding  
 Rogers, Tom Percival  
 Rothery, James Stewart  
 Rowland, Ronald Fothergill  
 Ryland, Frank Henry Koneclik  
 Sadd, Albert Edward Victor  
 Saint, Kenneth Wakein  
 Shawyer, William Edward  
 Sheppard, Harold Easton  
 Sherwell, Royden Neale  
 Sidebottom, Otho Nowell, LL.B.  
 Victoria  
 Smith, Wilfrid Thomas  
 Stacpoole, George Wentworth  
 Straw, Walter William  
 Stringer, Frederick Haynes



Sutcliffe, Norman Roberts  
Swann, Laurence Edmund  
Swinburne, Hugh Leslie  
Symes, Thomas Alban  
Taylor, Herbert Gordon  
Tibbles, Ernest Arthur Stanley  
Tindall, Cyril Ryan Willford,  
B.A. Cantab.  
Wade, Francis Rowland  
Walker, James  
Ward, Folliott Sandford Henry,  
B.A. Oxon.

No. of Candidates - - 244

Watson, Lawrence George  
Webb, Clement Stephen  
White, Clifford John  
Whitehouse, Douglas Selborne  
Wilde, William Douglas  
Williams, Bernard Acton  
Williams, John, B.A., LL.B.  
Cantab.

Wilmore, Tom Lawson  
Withall, Bernard Philip Patrick  
Wood, Frederick  
Woodward, Albert Harry

Passed - - 215

By Order of the Council,

E. R. COOK,  
Secretary.

Law Society's Hall,  
Chancery Lane, London, W.C.2,  
24th March, 1921.

### The Law Society.

The Second Term of the year will commence on Monday, April 4th, on which and the following day the Principal will be in his room for the purpose of seeing students who desire to consult him as to their work. The subjects to be dealt with during the Term will be, for Final Students, (i) Real and Personal Property (The Principal), (ii) Common Law (Contract and Tort) (Dr. Burgin), and (iii) Employment, including Agency (Mr. McNair); and, for Intermediate Students, (i) Things Real (Mr. Formoy), (ii) Things Personal and Rights in Private Relations (Mr. Landon), (iii) Law of Crimes (Dr. Burgin), and (iv) Trust Accounts (Mr. Dicksee). A Revision Class for Final Students will be held in the Practice of Conveyancing. A new course on Constitutional Law (The Principal) will be commenced; and the course on Roman Law (Mr. Landon) will be resumed, both for the London Intermediate LL.B.; and a course on the Outline of Contract and Tort (Mr. Danckwerts) will be commenced for the benefit of students enrolled under the Exemption Order. Students wishing to be enrolled under that Order should communicate with the Principal without delay.

Copies of the prospectus and time-table and of the regulations for the award of studentships, can be obtained on application to the Society's office. Candidates who intend to enter for the Studentships Examination are reminded that the last day for giving notice of entry is April 15th. Entry forms can be obtained at the Society's office.

Members of the Students' Rooms are reminded that membership tickets must be renewed on March 31st.

### Legal News.

#### Dissolution.

JAMES BERRY WALFORD, FREDERICK BAKER GABB and JAMES ARTHUR GILBERT PRICE, Solicitors (Gabb & Walford), at Abergavenny, in the County of Monmouth, 31st day of December 1919. Frederick Baker Gabb, James Arthur Gilbert Price and Oakden Fisher, Abergavenny aforesaid. "Gabb and Walford" (Gabb, Price & Fisher). 22nd day of March 1921, so far as regards the said Frederick Baker Gabb. The said James Arthur Gilbert Price and Oakden Fisher will in future carry on the business under the style of "Gabb, Price & Fisher." [Gazette, March 29th.]

#### Appointments.

Mr. JOHN BASIL OGDEN, Town Clerk of Buxton, has been selected to succeed Mr. Wardle as Town Clerk of Bath. Mr. Odgen was formerly Deputy Town Clerk at Bath, and left for Buxton in 1919.

Mr. RICHARD HARRY TEE, Solicitor and Deputy Clerk to the Willesden Urban District Council, has been appointed as Town Clerk of Hackney, at a commencing salary of £1,200, rising to £1,500 per annum.

#### General.

Over 20,000,000 sterling has been realized by the sale of land belonging to charities, between the passing of the first of the Charitable Trusts Acts, 1853, and 31st December last. In the sixty-seven years as many as 18,709 orders for sale were made, and the purchase money amounted to £20,115,605. Sales and purchases of land by charitable bodies showed a great increase in 1920, compared with those in 1919, the sales being, in 1919, £1,782,130, and purchases £67,082, and in 1920, £2,258,341 and £106,999.

Builders are at work at No. 35 Lincoln's Inn Fields, adapting the old town mansion to the use of the College of Estate Management, which is about to be opened there. One of the changes they are making is the substitution of a stouter staircase for that magnificent wrought iron one which owed its inspiration to Jean Tijou, the smith whose work adorns St. Paul's Cathedral and Hampton Court. The original staircase has been presented by the Auctioneers' and Estate Agents' Institute to the Victoria and Albert Museum.

## THE HOSPITAL FOR SICK CHILDREN,

GREAT ORMOND STREET, LONDON W.C.1.

### ENGLAND'S GREATEST ASSET IS HER CHILDREN.

THE need for greater effort to counterbalance the drain of War upon the manhood of the Nation, by saving infant life for the future welfare of the British Empire, compels the Committee of The Hospital for Sick Children, Great Ormond Street, London, W.C.1, to plead most earnestly for increased support for the National work this Hospital is performing in the preservation of child life.

The children of the Nation can truthfully be said to be the greatest asset the Kingdom possesses, yet the mortality among babies is still appalling.

FOR 68 years this Hospital has been the means of saving or restoring the lives and health of hundreds of thousands of Children, and of instructing Mothers in the knowledge of looking after their children.

£17,000 has to be raised every year to keep the Hospital out of debt.

**Forms of Gift by Will to this Hospital can be obtained on application to—**

JAMES MCKAY, Acting Secretary.

## W. WHITELEY, LTD.

AUCTIONEERS,

EXPERT VALUERS AND ESTATE AGENTS,

QUEEN'S ROAD, LONDON, W. 2.

### VALUATIONS FOR PROBATE,

ESTATE DUTY, SALE, FIRE INSURANCE, ETC.

AUCTION SALES EVERY THURSDAY,

VIEW ON WEDNESDAY,

IN

LONDON'S LARGEST SALEROOM.

PHONE NO.: PARK ONE (40 LINES). TELEGRAMS: "WHITELEY, LONDON."

## LAW REVERSIONARY INTEREST SOCIETY

LIMITED.

No. 15, LINCOLN'S INN FIELDS, LONDON, W.C.

ESTABLISHED 1853.

Capital Stock ... £400,000

Debt Stock ... £331,130

REVERSIONS PURCHASED. ADVANCES MADE THEREON.

Forms of Proposal and full information can be obtained at the Society's Office.

G. H. MAYNE, Secretary.

## Court Papers.

## Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON			
EMERGENCY	APPEAL COURT	Mr. Justice	Mr. Justice
Date.	ROTA.	No. 1.	EVE.
Wednesday Mar. 30	Mr. Goldschmidt	Mr. Synges	Mr. Justice
Thursday ... 31	Church	Jolly	Mr. Synges
Friday April 1	Borror	Goldschmidt	Jolly
Saturday ... 2	Bloxam	Church	Synges
Date.	Mr. Justice	Mr. Justice	Mr. Justice
Wednesday Mar. 30	SARGANT.	RUSSELL.	ASTBURY.
Thursday ... 31	Goldschmidt	Mr. Church	Mr. Borror
Friday April 1	Goldschmidt	Church	Bloxam
Saturday ... 2	Church	Goldschmidt	Bloxam

**VALUATIONS FOR INSURANCE.**—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM, STORR & SONS (LIMITED)**, 28, King Street, Covent Garden, W.C.2, the well-known valuers and chattel auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. —(ADVT.)

## Winding-up Notices.

JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Mar. 18.

**THE BOKKIT BOENDEAR RUBBER CO. LTD.**—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to William Thomas Walker, 53, New Broad-st., liquidator.

**BOYCOTT & CO. LTD.**—Creditors are required, on or before Mar. 31, to send in their names and addresses, with particulars of their debts or claims, to Harry Oscar Bennett, 5, Opie-st., Norwich, liquidator.

**W. BOLDS & CO. LTD.**—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred Hartley, 70A Basinghall-st., liquidator.

**MILLO CO. LTD.**—Creditors are required, on or before Mar. 30, to send their names and addresses, and particulars of their debts and claims, to Allan Collins Hanson, liquidator, under cover to Millo Co. Ltd., 12, Cross-st., Oldham.

**HEMMINGS & CO. LTD.**—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to William Holmes, 9, Paradise-sq., Sheffield, liquidator.

**THE ILLUSTRATED KENNEL NEWS CO. LTD.**—Creditors are required, on or before April 15, to send particulars of their debts or claims, to D. G. MacPherson, 4, Catherine-st., Strand, liquidator.

**T. CADBY & SONS LTD.**—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts or claims, to Wm. J. Jennings and Geo. G. Poppleton, 75, New-st., Birmingham, liquidators.

**HUTCHINGS (1019) LTD.**—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Alfred Page, 28, King-st., Cheshire, or B. T. Norton, 9, Old Jewry-chmbrs., E.C.1, joint liquidators.

**NEW CARLTON CLUB (BLACKHEATH) LTD.**—Creditors are required, on or before Mar. 23, to send their names and addresses, and the particulars of their debts or claims, to V. H. Wood, liquidator, c/o the said company.

London Gazette.—TUESDAY, Mar. 22.

**HARRISON & HOPE LTD.**—Creditors are required, on or before April 30, to send in their names and addresses, with particulars of their debts or claims, to William Fenwick Wrigley, 53, Brown-st., Manchester, liquidator.

**KYNOCH-ARKLOW LTD.**—Creditors are required, on or before April 20, to send their names and addresses and the particulars of their debts or claims, to John Henry Vine, Bilbau House, New Broad-st., and William Morris, Lion Works, Wotton, Birmingham, liquidators.

**TYNEDIE ALLOYS CO. LTD.**—Creditors are required, on or before April 26, to send their names and addresses, and the particulars of their debts or claims, to Alexander Yeats Jones, Pelaw Brick Works, Pelaw-on-Tyne, liquidator.

**SUTTON CINEMATOGRAF THEATRE LTD.**—Creditors are required, on or before April 15, to send in their names and addresses, with particulars of their debts or claims, to Mr. Ernest Stanley Howard, 26, Bridge-row, liquidator.

**GILBERT GILKES & CO. LTD.**—Creditors are required, on or before April 19, to send their names and addresses, and the particulars of their debts or claims, to Mr. Lawrence Lancelot Samuels, 7, Norfolk-st., Manchester, liquidator.

London Gazette.—FRIDAY, Mar. 25.

**FRED FITCHER LTD.**—Creditors are required, on or before April 8, to send their names and addresses, and the particulars of their debts or claims, to Albert James Harner Shay, liquidator of the said Company.

**SHIRTLEIFF, BRIDE & CO. LTD.**—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Alfred Hartley and Thomas George Piper, 70A, Basinghall-st., E.C.1, liquidators.

**THE ABERYSTWYTH & DISTRICT ALLOTMENT ASSOCIATION LTD.**—Creditors are required, on or before April 4, to send their names and addresses, and particulars of their debts or claims, to W. G. Atkinson, 42, Albert-st., liquidator.

**E. H. WAGGLESWORTH LTD.**—Creditors are required, on or before April 15, to send in their names and addresses and the particulars of their debts or claims, to Parkin Stanley Booth, 35, Exchange-chmbrs., 2, Bixth-st., Liverpool, and Charles William Preston, Bond-st-chmbrs., Kingston-upon-Hull, liquidators.

**ALLAN JONES & CO. (1918) LTD.**—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Ebenezer Henry Hawkins, 4, Charterhouse-sq., E.C.1, liquidator.

**HAWLYN BROS. LTD.**—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Samuel Herbert Easterbrook, 2, Vaughan-parade, Torquay, liquidator.

**THE SHEFFIELD HIGH SPEED TOOL MANUFACTURING CO. LTD.**—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to W. A. Wheatcroft, 11, Leopold-st., Sheffield, liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Mar. 18.

**Norman Secretan & Co. Ltd.**  
Dorsey Ltd.  
Millo Co. Ltd.  
G. Dent Ltd.  
G. & S. Willis Ltd.  
Richie & Co. Ltd.  
Grice & Harrison Ltd.  
The Wimbome Club House Co. Ltd.  
Oriental Investment Co. Ltd.  
McKerrow Bros. Ltd.  
Boustead, Anderson & Co. (West Africa) Ltd.  
D. W. Barker & Sons Ltd.

**N. Fortescue & Sons Ltd.**  
Messrs. T. Cadby & Sons Ltd.  
Overseas Merchants Association Ltd.  
Jarvis & Woodvatt Ltd.  
The British Metal Reducers Ltd.  
Air Brush Manufacturing Co. Ltd.  
Commercial Chemicals (Manchester) Ltd.  
The Durham County Estates Ltd.  
The Guesney Water Co. Ltd.  
Abu Tin Co. Ltd.  
Barr Engineering Co. Ltd.  
G. & C. Waterlow Ltd.  
New Carlton Club (Blackheath) Ltd.

London Gazette.—TUESDAY, Mar. 22.

**The Tasmanian Railway & General Trust Ltd.**  
Farley's Patents Ltd.  
The Sheffield High Speed Tool Manufacturing Co. Ltd.  
The Southampton Constitutional Club Building Co. Ltd.  
Fulcrum Hair Cutter Ltd.  
Finlay, Braden & Co. Ltd.  
W. Bray & Co. Ltd.  
J. P. Hitchin Ltd.  
Robinson & Price Ltd.  
The Huddersfield Club Co. Ltd.  
Swinerton & Summerhill Ltd.  
William Slater & Sons Ltd.  
London & Brighton Estates Ltd.  
Lesser & Levy Ltd.

**Miller & Cooke Ltd.**  
L. B. Porter & Co. Ltd.  
Combe, Cowpe & Co. Ltd.  
Asiatic Fisheries Ltd.  
The Chromatic Programme Co. Ltd.  
Charles Burgess & Sons (Harrowgate) Ltd.  
The Hastings & St. Leonards Cinema de Luxe Co. Ltd.  
W. J. May & Co. Ltd.  
R. H. Simmonds Ltd.  
William Smith & Co. (Pendleton) Ltd.  
R. & P. Motor Accessories Co. Ltd.  
Geneva Cutlery Co. Ltd.  
Wrexham Reform Club Buildings Co. Ltd.  
Gilbert Gilkes & Co. Ltd.  
John Greenhalgh (Baitley) Ltd.  
Loughborough Working Men's Industrial Trading Society Ltd.

## Creditors' Notices.

## Under 22 &amp; 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Mar. 18.

**ABRAHAM, MRS. MARTHA, Holloway.** May 1. Harvey Clifton, New-st., Lincoln's Inn, W.C.2.

**ALLEN, LIZZIE, Seven Kings, Essex.** Mar. 31. Mullis & Peake, Romford.

**BELL, CAROLINE GERTRUDE, Teddington.** April 15. Baddeleys & Co., Leadenhall-st., E.C.3.

**BERRY, ALFRED, Brighton.** April 30. Hoggood, Mills, Steele & Co., New-sq., Lincoln's Inn, W.C.2.

**BLUNT, ELIZABETH, Northampton.** April 18. Bernard King & Sons, Stourbridge.

**BOTSFIELD, DR. EDWARD COLLINS, Denmark Hill, Camberwell.** April 30. Ody & Wilnot, Denmark-hill, Camberwell-green, S.E.5.

**BRADSTREET, ANNE SARAH BELL, Colwyn Bay.** April 16. D. W. Griffiths, Old Colwyn.

**BRIGHTMAN, WILLIAM JAMES, Hitchin, Farmer.** April 25. Neve, Son & Co., West Luton.

**CAPLES, MISS LOUISA, Notting Hill.** April 15. Lomer, Grierson & Lester, Southampton.

**CHRISTOPHERSON, JOHN, Alcester, Warwick.** April 14. Band, Hutton & Co., Coventry.

**CLUNIS, BLANCHE HESTER ANNIE, Victoria-st.** April 30. Kekewich, Smith & Kaye, Suffolk-ls., E.C.

**COOPER, MARY ANN, Hampstead, N.W.** April 18. T. W. Hall & Sons, West Smithfield, E.C.1.

**CROSSLAND, WILLIAM HENRY, Ilkley, Wool Merchant.** May 1. Geo. Bearder, Bradford.

**DARBY, JOHN EDWARD, Claygate, Surrey.** April 30. Lambert & Hale, Queen Victoria-st., E.C.4.

**DEPFAUX, CHARLES, Paris, France.** April 20. Bramwell, Clayton & Clayton, Newcastle-upon-Tyne.

**DRUCE, ANNA BOWLING BUCHANAN, Sevenoaks.** April 30. Lee & Pemberton, Lincoln's Inn-fields, W.C.

**FALKINGHAM, JOE, Grantham.** April 30. Henry Thompson & Sons, Grantham.

**GILMOUR, ELLINOR HARRIET, Liverpool.** April 26. Alsop, Stevens, Crooks & Co., Liverpool.

**GREENWOOD, SAMUEL, Bradford, Warp Dresser.** April 30. Gault, Foster & Co., Bradford.

**HALL, LUCY JANE, Southport.** May 1. Mawdsley & Hadfield, Southport.

**HAYMAN, WALTER JOHN, Transvaal, S. Africa.** April 20. Denham & Jackson, Manchester.

**HUE-WILLIAMS, FREDERICK, Leatherhead, Surrey.** May 1. Peake, Bird, Collins & Co., Bedford-row, W.C.1.

**HUNTER, EDWIN WEST, Goole.** April 30. W. T. Silvester, Goole, Yorks.

**JOHNSON, ELLEN, Weston-super-Mare.** April 18. Buck, Cockshott & Cockshott, Southport.

**LAMBERT, HARRIET FRANCES, Surbiton.** April 20. Farrer & Co., Lincoln's Inn-fields, W.C.2.

**LOWE, WILLIAM, Congleton, Chester.** April 8. H. L. & W. P. Reade, Congleton, Cheshire.

**MAIR, ROBERT SLATER, Westbourne-ter., W.** April 27. Palmer, Bull & Bartlett, Bedford-row, W.C.1.

**MARTIN, REV. WILLIAM, Hampstead.** April 15. Futvoys & Baker, Bedford-row, W.C.1.

**MELISBERGO, NOBILE ELENA, Rome, Italy.** April 20. Morgan, Veitch & Bilney, Norfolk-st., W.C.2.

**MORLEY, MARY ANN, Beeston, Notts.** April 25. Wells & Hind, Nottingham.

**ORDISH, JOHN JOSEPH, Botchall, Warwick.** April 13. Sharpe, Pritchard & Co., Carey-st., W.C.2.

**PATINSON, MARY MOXON, Exmouth.** April 18. Sharpe, Pritchard & Co., Carey-st., W.C.2.

**PETRI, FRIEDRICH AUGUST, South Kensington.** April 11. Finch, Turner & Taylor, Cannon-st.

**PRESANTS, GEORGE, Southampton.** April 15. Lomer, Grierson & Lester, Southampton.

**RENTON, JAMES HENRY, Chelsea, S.W.** April 30. Murray, Hutchins & Co., Birch-in-ls., E.C.

**RIMMER, JOHN CRITCHLEY, West Kirby, Insurance Manager.** April 23. Laces & Co., Liverpool.

**ROBINSON, WILLIAM HADDOCK, Saltford, nr. Bristol.** April 18. Walmaley & Barnes, Broadstairs.

**ROSS, ALICE, Walsall.** May 2. E. Irwin Miller, Walsall.

**RUSH, JOHN WILLIAM, Tunbridge Wells, Butcher.** April 20. Bass, Bretherton & Murton-Neale, Tunbridge Wells.

**RYDER, F. J. C.M.G., Scarcroft, Leeds.** April 30. Hammond, Clark & Daman, Great St. Helens, E.C.3.

**SCHULLER, WALTER JOSEPH, Great Wigston, Leicestershire, Medical Practitioner.** April 16. Morrisons & Nightingale, Reigate, Surrey.

**SCOVIN, EMMELINE, Bournemouth.** April 30. J. Hislop & Son, Manchester.

**SHARPE, WILLIAM CHARLES, Romford, Essex, Engineer.** April 23. Gard, Lyell, Betenson & Davidson, Basinghall-st., E.C.2.

**SHALLBOSS, KATE, Broadstairs.** April 30. Morgan, Veitch & Bilney, Norfolk-st., W.C.2.

**SMALLEY, ARTHUR, Cheshire, General Merchant.** April 23. W. L. Welsh & Sons, Manchester.

**SMITH, MONTAGU CHARLES, Rhodesia.** April 30. Hoggood, Mills, Steele & Co., New-sq., Lincoln's Inn, W.C.2.

**SPARROW, ELIZABETH, Leamington.** April 30. Wright, Hassall & Co., Leamington.

**SPENS, ARUNDEL THOMAS, Ealing.** April 30. Hoggood, Mills, Steele & Co., New-sq., Lincoln's Inn, W.C.2.



WYLY, REGINALD THORBY, Bath. May 3. Robins, Hay, Waters & Hay, Lincoln's Inn-fields.

HAYLOCK, JOHN, Streatham Hill. April 25. C. A. Piper & Smith, Vincent-sq., S.W.1.

HENDERSON, HEWITT, Plaistow. April 16. H. E. Thomas & Co., Woolwich, S.E.

HENEGAN, LIKUT-COL. JOHN, West Kensington. April 15. Winterbotham, Gurney & Co., Cheltenham.

HILL, THOMAS GRAY, Alderley Edge, Chester. May 14. Walter M. Shipman, Manchester.

HOARE, MRS. SOPHIA SARAH, Cheltenham. April 15. Winterbotham, Gurney & Co., Cheltenham.

HUDSON, CUDDY, Huddersfield. April 17. Arncliffe, Sykes & Hinchcliffe, Huddersfield.

HUGHES, JOHN, Colwyn Bay, Dentist. April 22. Harold Pemberton, Liverpool.

JARDINE, ALEXANDER WILLIAM, Palace-houses, Hyde Park. May 2. W. H. Speed & Co., Saville-st., W.1.

JEX, FRED, Wisbech Saint Peter. April 22. Southwell & Dennis, Wisbech.

JONES, HANLEY, Lowestoft. April 29. Norton, Peake & Fowles, Lowestoft.

KINGSTON, HARRIS, Bedford. April 18. R. Hoburn, Woburn, Beds.

KINGSTON, SARAH SUSANNA, Knottingley. April 18. R. Hoburn, Woburn, Beds.

KORFF, MISS ELISE CAECILIA AMANDA, Bayswater. April 25. Pearce & Nicholls, New-st., Lincoln's Inn, W.C.2.

LITTLE, JAMES WILLIAM, Mitcham. April 17. Wainwright & Co., Staple-inn, W.C.1.

MACKERRASS, FREDERIC MICHAEL COLLEDGE, Montpelier-sq., S.W. May 9. Martyn & Martyn, Temple-green, E.C.4.

MACKENNIE, MARGARET, Portman-sq. April 28. Crosley & Burn, Moorgate-st.-bldgs.

MADDEN, ANNIE, Walsend, General Dealer. April 22. Thos. H. White, Newcastle-upon-Tyne.

MALLETT, CLARA, Truro. April 18. J. Messer Bennett, Truro.

MARE, ANDREW JAMES DE LA, Great Warwick, Essex, Stockbroker. April 18. Snow, Fox, Higginson & Thompson, Great St. Thomas Apostle, E.C.3.

MOLLMANN, AUGUST LORESE WILHELM, Weybridge. April 30. Rehder & Higgs, Mincing-ls., E.C.3.

NEWSON, GEORGE, Yoxford, Suffolk. April 9. Southwell & Fry, Saxmundham, Suffolk.

NORMAN, CAPTAIN EDWARD GEORGE PAUL, Prague, Czechoslovakia. May 2. Markby, Stewart & Co., Bishops-gate, E.C.2.

POWER, GABRIEL, Walsall, Leather Goods Manufacturer. May 18. Enoch Evans & Son, Walsall.

PROBYN, MISS ELIZABETH AGNES, Cheltenham. April 15. Winterbotham, Gurney & Co., Cheltenham.

SANDAY, REVEREND CANON WILLIAM, D.D., Oxford. April 20. Parr & Butlin, Nottingham.

SEWELL, ALBEE EDITH, Louth, Lincoln. April 14. Peake, Snow & Co., Sleaford.

SHEPARD, EDWARD BYAR, Old Broad-st. May 9. Thorngood & Co., Cophall-cs., E.C.2.

SMITH, JAMES, Marton, Blackpool, Hotel Proprietor. April 20. Houghton, Myres & Revely, Blackpool.

TAYLOR, REVD. HERBERT WILLIAM, High Wycombe. April 19. Parker & Son, High Wycombe.

TURNER, HENRY JOHN, St. Pancras, Commercial Clerk. April 23. Guillaume & Sons, Salisbury-sq., E.C.4.

TYFORD, LIONEL THOMAS CAMPBELL, Billingshurst. May 2. Reynolds & Miles, Basinghall-st., E.C.2.

WYLS, ELIZABETH, Dolphinholme. Mar. 31. Sanderson & Royle, Lancaster.

VEEVERS, WALTER FRANCIS, Houghton, on Preston. April 22. Frank Eastwood, Blackburn.

WADSWORTH, MARTHA, Springhead. April 25. G. F. Tanner, Oldham.

WHITAKER, RICHARD, Mersham, Surrey, Builder. April 30. Balderson, Warren & Potchary, Bedford-row, W.C.1.

WYLLIE, JAMES, Weymouth, Weymouth Common, Physician. April 16. F. Vivash Robinson, St. John's-hill, S.W.11.

WORSWICK, AGNES, Upholland, on Wigan. April 2. James C. Giltson, Wigan.

*London Gazette.*—TUESDAY, Mar. 15.

## RECEIVING ORDERS.

ST. JOHN, GEOFFREY R., Lancaster-gate. High Court.  
 Pet. Jan. 20. Ord. Mar. 10.  
 SHAND, HARRY, Scotforth, Lancaster, Nurseryman. Preston.  
 Pet. Mar. 11. Ord. Mar. 11.  
 SMITH, JOSEPH, Bath, Musical Instrument Dealer. Derby.  
 Pet. Mar. 11. Ord. Mar. 11.  
 SMITH, JOHN, Balsall Heath, Brassfounder. Birmingham.  
 Pet. Mar. 9. Ord. Mar. 11.  
 SOLE, HILARY, St. Albans, Herts, Schoolmaster. Barnet.  
 Pet. Feb. 8. Ord. Mar. 11.  
 TAUBER, SAMUEL, Brondesbury-park, N.W. High Court.  
 Pet. Feb. 8. Ord. Mar. 10.  
 TAYLOR, CHARLES, York, Labourer. York. Pet. Mar. 12.  
 Ord. Mar. 12.  
 WATSON, ERNEST GEORGE, Move, Director of Private  
 Companies. Brighton. Pet. Mar. 10. Ord. Mar. 10.  
 YOUNG, LEONARD HARDING, Fulham, Clerk. High Court.  
 Pet. Jan. 21. Ord. Mar. 10.

### FIRST MEETINGS.

H. BROS. JAMES, Derby, Grocer, Ashton-under-Lyme. Mar. 22 at 3. Off. Rec., Byrom-st., Manchester.

HILL, OTTO, HAYNES Park, Surrey, Shipping Clerk. Croydon. Mar. 22 at 11.30. York-rd., Westminster Bridge-rd., S.E.1.

HIVE, JAMES WALTER, Halifax, Commercial Traveller. Halifax. Mar. 22 at 10.30. County Court, Prescott-st., Halifax.

JACOBS, PHILIP, Birmingham, Clothier, Birmingham. Mar. 31 at 11.30. Ruskin-chmbrs., 191, Corporation-st., Birmingham.

LATHROCK, ROBERT BAYLES, Thornaby-on-Tees, and MOORE, THOMAS WILLIAM, Durham, Upholsters, Sunderland. Mar. 23 at 2.30. Off. Rec., Manor-pk., Sunderland.

MATHISON, JAMES ALEXANDER, Wallasey, Chester, Merchant, Liverpool. Mar. 22 at 3. Off. Rec., Union Marine-bldgs., 11, Dale-st., Liverpool.

MAYES, JAMES THOMAS, Heywood, Cycle Repairer. Bolton. Mar. 22 at 3.30. Off. Rec., Byrom-st., Manchester.

MORANT & CO., C. E., Cheapside, Silk Merchants. High Court. Mar. 23 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

MORUE BROTHERS, Aldermanbury, Merchants. High Court. Mar. 23 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

ROSS, SHER, Manchester, Woollen Merchant. Manchester. Mar. 23 at 12. Off. Rec., Byrom-st., Manchester.

MOUNTAIN, GEORGE, Evesham, Wholesale Confectioner, Bradford. Mar. 22 at 3. Od. Rec., 12, Duke-st., Bradford.

PALMER, CAPT. A. N., Twyford, Berks. Reading. Mar. 24 at 11. 14, Bedford-row, W.C.

PEMBERTON, HENRY, Sutton-on-Sea, Lincolnshire, Tailor, Boston. Mar. 22 at 12. 4 & 6, West-st., Boston.

ST. JOHN, GEOFREY R., Lancaster-gate, High Court. Mar. 23 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.

SHEPARD, WALTER GEORGE, Salford, York, Joiner, Sheffield. Mar. 22 at 12. Off. Rec., Fire-brn., Sheffield.

SMITH, JOHN, Balsall Heath, Brass Foundry, Birmingham. Mar. 24 at 12. Ruskin-chmbrs., 191, Corporation-st., Birmingham.

TAUBER, SAMUEL, Brondesbury-park, N.W. High Court. Mar. 23 at 11.30. Bankruptcy-bldgs., Carey-st., W.C.2.

THOMPSON, PETRUS PERRY CORNLIOTS, Broadstairs, Mechanical Engineer, Canterbury. Mar. 22 at 11. Off. Rec., 684, Castle-st., Canterbury.

WERY, J. M., Palinton, Plymouth. Mar. 23 at 3. Buckle-st., Plymouth.

WILBY, ARTHUR, Norwich, Fruit Dealer. Norwich. Mar. 24 at 12. Off. Rec., Upper King-st., Norwich.

YOUNG, LEONARD HARDING, Fulham, Clerk. High Court. Mar. 23 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

## ADJUDICATIONS

ALDOUS, JOHN WILLIAM, Great Yarmouth, Fancy Shop-  
keeper. Norwich. Pet. Mar. 11. Ord. Mar. 11.  
ANGEL, SOLOMON, Southampton, Upholsterer. Southampton.  
Pet. Mar. 7. Ord. Mar. 12.  
BAMBERY, JOHN, Long Ditton, Surrey. Kingston. Pet.  
Jan. 24. Ord. Mar. 8.

BESTWICK, ARTHUR WILLIAM, Bestwick, Francis Walter, Derby, Painters. Derby. Pet. Mar. 12. Ord. Mar. 12.  
 BOOTH, JOHN, Gateshead, Fruitcr. Newcastle-upon-Tyne. Pet. Mar. 9. Ord. Mar. 10.  
 BRADFORD, ROBERT DANIEL, Blackheath, S.E.3, Glass Bottle Merchant. High Court. Pet. Mar. 12. Ord. Mar. 12.  
 BRILL, EPHRAIM PHILIP, Stepney, Boot Manufacturer. High Court. Pet. Feb. 24. Ord. Mar. 11.  
 CHURCHIN, REV. LEWIS, Leeds, Picture House Proprietor. Leeds. Pet. Mar. 11. Ord. Mar. 11.  
 COLES, WILLIAM, Aberavon, Glam, Grocer. Neath. Pet. Mar. 11. Ord. Mar. 11.  
 DALLAS, HENRY JOSEPH, South Kensington, Furniture Dealer. High Court. Pet. Nov. 18. Ord. Mar. 9.  
 DAWSON, NORMAN CHARLES, Woffhampton, nr. Rugby, Corn Merchant. Northampton. Pet. Mar. 11. Ord. Mar. 11.  
 FREEMAN, LOUIS, Manchester, Shoe Repairer. Manchester. Pet. Mar. 10. Ord. Mar. 10.  
 HARWOOD, HAROLD WALMSLEY, Walton-le-Dale, nr. Preston, Farmer. Preston. Pet. Mar. 9. Ord. Mar. 9.  
 HILL, OTTO, Raynes Park, Surrey, Shipping Clerk. Croydon. Pet. Mar. 11. Ord. Mar. 11.  
 HOSIE, THOMAS BENJAMIN, Jernyn-st. High Court. Pet. Jan. 21. Ord. Mar. 9.  
 JACOBS, PHILIP, Birmingham, Clothier. Birmingham. Pet. Feb. 10. Ord. Mar. 11.  
 JAMES, HOWARD, Bournemouth, Grocer. Poole. Pet. Mar. 11. Ord. Mar. 11.  
 LANS, JOHN, Blackburn, Blackburn. Pet. Mar. 11. Ord. Mar. 11.  
 LANG, WILLIAM, Blackburn, Blackburn. Pet. Mar. 11. Ord. Mar. 11.  
 LUCKETT, THOMAS ALBERT, Worsbro' Dale, nr. Barnsley, Motor Bus Driver. Barnsley. Pet. Mar. 12. Ord. Mar. 12.  
 MADDOX, ERNEST LONG, Forest Gate, Essex, Private Enquiry Agent. Chelmsford. Pet. Jan. 4. Ord. Mar. 10.  
 MATHERSON, JAMES ALEXANDER, Wallasey, Chester, Merchant. Liverpool. Pet. Jan. 5. Ord. Mar. 10.  
 NANCY, ERNEST, Cornwall, Grocer. Truro. Pet. Mar. 11. Ord. Mar. 11.  
 NASH, WILLIAM HERBERT, Salisbury, Cycle. Salisbury. Pet. Feb. 20. Ord. Mar. 11.  
 PAYEN, AUGUSTE LOUIS, Market Deeping, Distiller. Peterborough. Pet. Mar. 11. Ord. Mar. 11.  
 PERRING, ARCHIBALD, Plymouth, Draper. Plymouth. Pet. Mar. 10. Ord. Mar. 10.  
 SHAND, HARRY, Scotland, Lancaster, Nurseryman. Preston. Pet. Mar. 11. Ord. Mar. 11.  
 SMITH, JOHN, Birmingham, Brassfounder. Birmingham. Pet. Mar. 9. Ord. Mar. 10.  
 SMITH, JOSEPH, Bath, Musical Instrument Dealer. Derby. Pet. Mar. 11. Ord. Mar. 11.  
 STEVENS, JOHN THOMAS, Revenocks, Kent, Farmer. Tunbridge Wells. Pet. Jan. 10. Ord. Mar. 11.  
 TAYLOR CHARLES, York, Labourer. York. Pet. Mar. 12. Ord. Mar. 12.  
 VARTY, ISAAC, Alton, Cumberland, Stone Mason. Carlisle. Pet. Feb. 22. Ord. Mar. 11.  
 WATKINS, ERNEST GEORGE, Hove, Brighton. Pet. Mar. 10. Ord. Mar. 10.  
 WHITE, JESSIE ADELAIDE, Puckeridge, Grocer. Hertford. Pet. Mar. 8. Ord. Mar. 11.

#### ORDERS ANNULLING, REVOKING, OR RESCINDING ORDERS.

COURBOUX, LIEUT. G. F., Gloucester-ter., South Kensington. High Court. Adjudication dated Feb. 20, 1912, annulled. Receiving Order dated Jan. 23, 1912, rescinded. Pet. filed Dec. 12, 1911, dismissed. Annulment and Rescission Mar. 8.  
 EMERY, CHARLES HOLLAND, Sutton Coldfield, Clerk. Birmingham. Receiving Order dated Nov. 4, 1914, rescinded. Order Adjudication made Nov. 11, 1914, annulled. Annulment and Rescission Mar. 1.  
 HODGSON, FRED, Leeds, Wholesale Confectioner. Leeds. Order Annulled, revoked or rescinded. Receiving Order Jan. 27, 1921. Rescission Mar. 5.  
 O'ROURKE, HUGH, Harnham, High Court. Order Rescinded. Receiving Order, dated Jan. 19, 1920. Rescission Mar. 2.  
 PRESTON, GEORGE WILLIAM, Atherton, Warwick, Boot Manufacturer. Birmingham. Order Annulled. Adjudication dated Sept. 12, 1902. Date of Annulment Mar. 9.  
*London Gazette*,—FRIDAY, March 18.

#### RECEIVING ORDERS.

AMISGOLD, LAZARUS, Liverpool, Cabinet Maker. Liverpool. Pet. Feb. 21. Ord. Mar. 15.  
 ABRAHAM, ALBERT LYON, Maida Vale. High Court. Pet. Feb. 17. Ord. Mar. 15.  
 ADDLEY, GEORGE, Dover, Boot Repairer. Canterbury. Pet. Mar. 14. Ord. Mar. 14.  
 BARNETT, J. J., Liverpool, Master Hairdresser. Liverpool. Pet. Feb. 21. Ord. Mar. 15.  
 BAXTER, BENJAMIN, Fulbeck, Lincolnshire, Boot Repairer. Nottingham. Pet. Mar. 15. Ord. Mar. 15.  
 BRAITHWAITE, ROBERT JAMES, Wellington Heath, Tobaccoist. Hereford. Pet. Mar. 14. Ord. Mar. 14.  
 BUNTING, ALBERT, Castle Donington, Contractor. Leicester. Pet. Mar. 14. Ord. Mar. 14.  
 BUTTERS, ALBERT ERNEST, Grange Town, Cabinet Maker. Middlesbrough. Pet. Mar. 14. Ord. Mar. 14.  
 CAMPBELL, AGNES EVA, Kensington, Dressmaker. High Court. Pet. Feb. 5. Ord. Mar. 15.  
 COOK, THOMAS, Gloucester, Livery Stable Keeper. Gloucester. Pet. Mar. 15. Ord. Mar. 15.  
 DISINGTON, ALFRED, Newhall, Potter's Turner. Burton-on-Trent. Pet. Mar. 12. Ord. Mar. 12.  
 DOCKING, FRED ELLERY, Wadebridge, Tailor. Truro. Pet. Mar. 14. Ord. Mar. 14.  
 FINEGOLD, H. AND SONS, Commercial-st., Cap Manufacturers. High Court. Pet. Feb. 13. Ord. Mar. 15.  
 FOSTER, JAMES, Harrogate, Fruit Dealer. Harrogate. Pet. Mar. 14. Ord. Mar. 14.  
 FRANK, ISRAEL, Commercial-st., Ladies' Tailor. High Court. Pet. Mar. 15. Ord. Mar. 15.  
 GARNER, JOHN WILLIAM, Hindley, Grocer. Wigan. Pet. Mar. 14. Ord. Mar. 14.

GOLDSWORTHY, WILLIAM HENRY, Berkhamsford, Foreman. Aylesbury. Pet. Feb. 23. Ord. Mar. 14.  
 GOODINGS, WALTER HERBERT, Swindon, and WADDELL, ROBERT, Swindon, Motor Engineers. Swindon. Pet. Mar. 15. Ord. Mar. 15.  
 GRIFFITH, EVAN LEWIS, Carmarthenshire, Shoe Dealer. Carmarthen. Pet. Mar. 14. Ord. Mar. 14.  
 GRIMES, FRANK, Weymouth, Bootmaker. Dorchester. Pet. Mar. 15. Ord. Mar. 15.  
 HARTLEY, GUILLAUME, Bargoed, Glam., Watchmaker. Merthyr Tydfil. Pet. Mar. 14. Ord. Mar. 14.  
 HALL, ALFRED SAMUEL, Slinford, Farmer. Brighton. Pet. Mar. 14. Ord. Mar. 14.  
 HAMMERSON, E. M., Kensington. High Court. Pet. Feb. 19. Ord. Mar. 16.  
 HARDING, GEORGE LEWIS, Southampton, Wholesale Confectioner. Southampton. Pet. Mar. 15. Ord. Mar. 15.  
 HARMAN, JOHN W., West Ealing, Grain Merchant. Brentford. Pet. Feb. 26. Ord. Mar. 15.  
 IDDIS, A. J., Ilfracombe, South Norwood, Government Clerk. Croydon. Pet. Jan. 24. Ord. Mar. 15.  
 ISRAEL, H., Stratford, Fruit Merchant. High Court. Pet. Feb. 22. Ord. Mar. 16.  
 KING, TUDAL HENRY, Birstall, Leather Factor. Leicester. Pet. Mar. 14. Ord. Mar. 14.  
 KITCHEN, EDITH MARY, Leamington. Warwick. Pet. Jan. 13. Ord. Mar. 14.  
 LEAVY, ALFRED, Treaw, Glam., Tailor. Pontypridd. Pet. Mar. 14. Ord. Mar. 14.  
 LINTON, AINSLEY, Romanby, Northallerton, Farmer. Northallerton. Pet. Mar. 14. Ord. Mar. 14.  
 LIVERSAY, G. E., South Kensington. High Court. Pet. Feb. 9. Ord. Mar. 16.  
 MARCH, HARRY, Piccadilly, W.I. Merchant. High Court. Pet. Feb. 11. Ord. Mar. 16.  
 MAZAR, B., Aldersgate-st., Fur Skin Merchant. High Court. Pet. Mar. 3. Ord. Mar. 16.  
 PARRY, C. F., Newport, Mon. Newport. Pet. Nov. 22. Ord. Mar. 14.  
 PIKE, BERTIE, Taunton, Caterer. Taunton. Pet. Mar. 16. Ord. Mar. 16.  
 REED, FREDERICK WILLIAM, Ideford, nr. Chudleigh, Farmer. Exeter. Pet. Mar. 14. Ord. Mar. 14.  
 RIMMER, HENRY, Lytham, Estate Agent. Wigan. Pet. Mar. 14. Ord. Mar. 14.  
 SHORTER, HERBERT, Ham-st., Kent, Farmer. Hastings. Pet. Mar. 14. Ord. Mar. 14.  
 TAYLOR, JOHN, Pakefield, Builder. Great Yarmouth. Pet. Mar. 15. Ord. Mar. 15.  
 THE NATIONAL HOSIERY COMPANY, Oxford-st., Hosiery. High Court. Pet. Feb. 15. Ord. Mar. 16.  
 TINSLEY, ARTHUR, East Molesey, Surrey. Kingston. Pet. Feb. 18. Ord. Mar. 14.  
 THOMPSON, SARAH ANN, Filly, Yorks, and McCANN, FLORENCE JULIA, Kingston-upon-Hull, Wholesale Ironmongers. Kingston-upon-Hull. Pet. Mar. 16. Ord. Mar. 16.  
 UNGAR, CHARLES, Clerkenwell-rd., Furrer. High Court. Pet. Feb. 21. Ord. Mar. 14.  
 WILLIS, FLORENCE ANN, Ramsgate, Dealer. Canterbury. Pet. Mar. 16. Ord. Mar. 14.  
 WOODS, HENRY JOHN, Swansea, Cashier. Plymouth. Pet. Feb. 25. Ord. Mar. 15.

#### FIRST MEETINGS.

ANGEL, SOLOMON, Southampton, Upholsterer. Southampton. Mar. 31 at 12. Room 53, Bankruptcy-bldgs., Carey-st. W.C.2.  
 BERENBAUM, LOUIS, Salford, Clothier. Salford. Mar. 30 at 3.30. Off. Rec., Byrom-st., Manchester.  
 BURCH, HENRY WILLIAM, Rickmansworth, Merchants. High Court. April 7 at 12. Bankruptcy-bldgs., Carey-st. W.C.2.  
 BELLOCK, HERBERT CHARLES STUART, Boscombe, BELLOCK, HAROLD GEORGE VICTOR, Boscombe, and BELLOCK, HOWARD WILLIAM, Motor Engineers. Poole. April 1 at 2.30. Law Courts, Stafford-rd., Bournemouth.  
 BUNTING, ALBERT, Castle Donington, Contractor. Leicester. Mar. 31 at 3. Off. Rec., 1, Berridge-st., Leicester.  
 CAMPBELL, AGNES EVA, Kensington, Milliner and Dressmaker. High Court. April 1 at 11.30. Bankruptcy-bldgs., Carey-st., W.C.2.  
 COLES, WILLIAM, Aberavon, Glam., Grocer. Neath. Mar. 31 at 11. Off. Rec., Government-bldgs., 84. Mary-st., Swansea.  
 DISSINGTON, ALFRED, Newhall, Derby, Potter's Turner. Burton-on-Trent. Mar. 30 at 11.15. County Court, Station-st., Burton-on-Trent.  
 EDWARDS, JONATHAN EWART, Whittington, Foreman Wire Drawer. Manchester. Mar. 30 at 3. Off. Rec., Byrom-st., Manchester.  
 FINEGOLD, H. AND SONS, Commercial-st., Cap Manufacturers. High Court. April 1 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.  
 FRANK, ISRAEL, Commercial-rd., Ladies' Tailor. High Court. April 1 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.  
 GOODINGS, WALTER HERBERT, Swindon, and WADDELL, ROBERT, Swindon, Motor Engineers. Swindon. Mar. 20 at 11. Off. Rec., 38, Regent-circus, Swindon.  
 GRIFFITH, EVAN LEWIS, Newcastle Emlyn, Boot Dealer. Carmarthen. Mar. 26 at 11. Off. Rec., 4, Queen-st., Carmarthen.  
 HALLETT, ALBERT JAMES, Porth, Glam., General Dealer. Pontypridd. Mar. 30 at 2.45. Off. Rec., 117, St. Mary-st., Cardiff.  
 HARDING, GEORGE LEWIS, Southampton, Wholesale Confectioner. Southampton. Mar. 30 at 3. Off. Rec., Midland Bank-chmbrs., High-st., Southampton.  
 HODDY, THOMAS GEORGE MEAKIN, Junior, Manchester, Commercial Traveller. Salford. Mar. 30 at 2.30. Off. Rec., Byrom-st., Manchester.  
 IDDIS, A. J., South Norwood, Government Clerk. Croydon. Mar. 30 at 12.30. 132, York-rd., Westminster Bridge-rd., S.E.1.  
 JAMES, WILLIAM GEORGE HOWARD, Bournemouth, Grocer. Poole. April 1 at 3. Law Courts, Stafford-rd., Bournemouth.  
 KING, TUDAL HENRY, Birstall, Leather Factor. Leicester. Mar. 31 at 4. Off. Rec., 1, Berridge-st., Leicester.

LEWIS, HENRY AUSTIN, Merthyr Tydfil, Outfitter. Merthyr Tydfil. Mar. 30 at 11.45. Off. Rec., 117, St. Mary-st., Cardiff.  
 LOW, JOHN, Farnham, Dorset. Poole. April 1 at 2. Law Courts, Stafford-rd., Bournemouth.  
 MANNING, ANTHONY, Devonshire, Grocer. Exeter. April 1 at 2.45. 9, Bedford-circus, Exeter.  
 MAZAR, B., Aldersgate-st., Fur Skin Merchant. High Court. Mar. 31 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.  
 MCCULLOCH, WILLIAM, LEITCH, Bythway, Brighton. Mar. 30 at 2.30. Off. Rec., 124, Marlborough-pl., Brighton.  
 OWEN, GRIFFITH, Carnarvonshire, Farmer. Fortmadoc. Mar. 30 at 2.30. Crypt-chmbrs., Eastgate-row, Chester.  
 PARRY, THOMAS, Llanbradach, Glam., Grocer. Pontypridd. Mar. 30 at 11. Off. Rec., 117, St. Mary-st., Cardiff.  
 REED, FREDERICK WILLIAM, Ideford, nr. Chudleigh, Farmer. Exeter. Mar. 29 at 2.30. Off. Rec., 9, Bedford-circ., Exeter.  
 TAYLOR, CHARLES, York, Labourer. York. Mar. 29 at 2.30. Bankruptcy Office, York.  
 THE NATIONAL HOSIERY COY., Oxford-st., Hosiery. High Court. Mar. 31 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.  
 TINSLEY, ARTHUR, East Molesey, Surrey. Kingston. Mar. 30 at 11.30. 132, York-rd., Westminster Bridge-rd., S.E.1.  
 UNGAR, CHARLES, Clerkenwell-rd., Furrer. High Court. April 1 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.  
 WATKINS, ERNEST GEORGE, Hove, Brighton. Mar. 30 at 3. Off. Rec., 124, Marlborough-pl., Brighton.  
 WHITHAM, ARTHUR, Gorleston-on-Sea, Great Yarmouth. Mar. 30 at 2. Off. Rec., 8, Upper King-st., Norwich.

#### ADJUDICATIONS.

ADAMS, BERTRAM FREDERICK, Brentwood, Essex, Farmer. Chelmsford. Pet. Feb. 9. Ord. Mar. 12.  
 ADDLEY, GEORGE, Dover, Boot Repairer. Canterbury. Pet. Mar. 14. Ord. Mar. 14.  
 BAXTER, BENJAMIN, Fulbeck, Boot Repairer. Nottingham. Pet. Mar. 15. Ord. Mar. 15.  
 BURCH, HENRY WILLIAM, Rickmansworth, and BURCH, WYNDHAM LINDSAY, Regent-st., Merchants. High Court. Pet. Mar. 11. Ord. Mar. 14.  
 BRAITHWAITE, ROBERT JAMES, Wellington Heath, Tobaccoist. Hereford. Pet. Mar. 14. Ord. Mar. 14.  
 BUNTING, ALBERT, Castle Donington, Contractor. Leicester. Pet. Mar. 14. Ord. Mar. 14.  
 BUTTERS, ALBERT ERNEST, Grange Town, Cabinet Maker. Middlesbrough. Pet. Mar. 14. Ord. Mar. 14.  
 CHAMBERS, MARGARET, Wellington, and SUTCH, GERTRUDE, Wellington, Fancy Dealers. Shrewsbury. Pet. Feb. 24. Ord. Mar. 16.  
 COLLINGS, LEWIS HERBERT, Biggleswade, Farmer. Bedford. Pet. Feb. 18. Ord. Mar. 16.  
 COOK, THOMAS, Gloucester, Livery Stable Keeper. Gloucester. Pet. Mar. 15. Ord. Mar. 15.  
 DOCKING, FRED ELLERY, Wadebridge, Tailor. Truro. Pet. Mar. 14. Ord. Mar. 14.  
 DISINGTON, ALFRED, Newhall, Derby, Potter's Turner. Burton-on-Trent. Pet. Mar. 12. Ord. Mar. 12.  
 DORRIFIELD, JAMES, Chesham, Aylesbury. Pet. Jan. 25. Ord. Mar. 14.  
 FOSTER, JAMES, Harrogate, Fruit Dealer. Harrogate. Pet. Mar. 14. Ord. Mar. 14.  
 FRANK, ISRAEL, Commercial-rd., Ladies' Tailor. High Court. Pet. Mar. 15. Ord. Mar. 15.  
 GARNER, JOHN WILLIAM, Hindley, Grocer. Wigan. Pet. Mar. 14. Ord. Mar. 14.  
 GOODINGS, WALTER HERBERT, Swindon, Wills, and WADDELL, ROBERT, Motor Engineers. Swindon. Pet. Mar. 15. Ord. Mar. 15.  
 GRIFFITH, EVAN LEWIS, Newcastle Emlyn, Shoe Dealer. Carmarthen. Pet. Mar. 14. Ord. Mar. 14.  
 GRIMES, FRANK, Weymouth, Bootmaker. Dorchester. Pet. Mar. 15. Ord. Mar. 15.  
 HARTLEY, GUILLAUME, Bargoed, Glamorgan, Watchmaker. Merthyr Tydfil. Pet. Mar. 14. Ord. Mar. 14.  
 HALL, ALFRED SAMUEL, Slinford, Sussex, Farmer. Brighton. Pet. Mar. 14. Ord. Mar. 14.  
 HARDING, GEORGE LEWIS, Southampton, Wholesale Confectioner. Southampton. Pet. Mar. 15. Ord. Mar. 15.  
 HARDING, WILLIAM PERCY, Muswell Hill, High Court. Pet. Sept. 7. Ord. Mar. 16.  
 HOOKER, JESSIE AMELIA, Upper Thames-st., India Rubber Manufacturer. High Court. Pet. Oct. 4. Ord. Mar. 16.  
 KING, TUDAL HENRY, Birstall, Leather Factor. Leicester. Pet. Mar. 14. Ord. Mar. 14.  
 LEACH, JOHN RALPH, Poultry, Cheapside, Merchant. High Court. Pet. Jan. 18. Ord. Mar. 11.  
 LEAVY, ALFRED, Treaw, Glam., Tailor. Pontypridd. Pet. Mar. 14. Ord. Mar. 14.  
 LOSLEY, EDWARD CHECKERS, Lowermoor, Worcester, Motor Driver. Worcester. Pet. Feb. 26. Ord. Mar. 15.  
 MORANT, CHARLES EDWARD, Cheapside, Silk Merchant. High Court. Pet. Feb. 19. Ord. Mar. 16.  
 PEMBRIDGE, ROBERT CECIL, Hereford. Hereford. Pet. Feb. 15. Ord. Mar. 15.  
 REED, FREDERICK WILLIAM, Ideford, nr. Chudleigh, Farmer. Exeter. Pet. Mar. 14. Ord. Mar. 14.  
 RIMMER, HENRY, Lytham, Estate Agent. Wigan. Pet. Mar. 14. Ord. Mar. 14.  
 SHORTER, HERBERT, Rotenden, Kent, Farmer. Hastings. Pet. Mar. 14. Ord. Mar. 14.  
 SNOW, JOHN, Durnow, Essex. High Court. Pet. Jan. 20. Ord. Mar. 14.  
 TAYLOR, JOHN, Pakefield, Suffolk, Builder. Great Yarmouth. Pet. Mar. 15. Ord. Mar. 15.  
 THOMPSON, SARAH ANN, Filly, York, and McCANN, FLORENCE JULIA, Kingston-upon-Hull, Wholesale Ironmongers. Kingston-upon-Hull. Pet. Mar. 16. Ord. Mar. 16.  
 UNGAR, CHARLES, Brondesbury, Furrer. High Court. Pet. Feb. 21. Ord. Mar. 15.  
 WILLIS, FLORENCE ANN, Ramsgate, Dealer. Canterbury. Pet. Mar. 16. Ord. Mar. 16.

Amended Notice substituted for that published in the *London Gazette* of March 15, 1921.

JAMES, WILLIAM GEORGE HOWARD, Bournemouth, Grocer. Poole. Pet. Mar. 11. Ord. Mar. 11.



